

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

[illegible]

Department

**Submitted By:** Environmental Resources Management  
**Submitted For:** Environmental Resources Management

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

**A) An Interlocal Agreement with the Jupiter Inlet District (JID) for funding and cooperation with permit-required sea turtle and environmental monitoring on Jupiter Beach, expiring October 31, 2018; and**

**B) An Interlocal Agreement with the Florida Inland Navigation District (FIND) for funding and cooperation with permit-required sea turtle and environmental monitoring on Jupiter Beach, expiring October 31, 2018.**

**Summary:** These Interlocal Agreements provide for an equitable cost-share of monitoring activities required by permits issued for regular maintenance dredging of the Jupiter Inlet and associated sand trap and the nearby Atlantic Intracoastal Waterway (AICW). A Budget Amendment will be submitted when the task order for sea turtle monitoring is executed and the cost-shares have been determined. District 1 (SF)

**Background and Justification:** Both JID and FIND conduct regular maintenance dredging activities in the Jupiter Inlet and associated sand trap and the nearby Atlantic Intracoastal Waterway (AICW). Sand dredged during these activities is placed on the beach in Jupiter from the Jupiter Inlet (530 feet north of DEP reference monument R-13) to a point just south of the Jupiter Beach Resort (DEP reference monument R-19). State and Federal permits issued for these activities have always required monitoring of sea turtle nesting activity and reproductive success in the area in order to determine if these activities are having an effect on sea turtle populations nesting in Jupiter. Palm Beach County ERM staff and contractors have historically performed this monitoring with no funding from either JID or FIND.

**(Continued on Page 3)**

**Attachments:**

1. Interlocal Agreement (JID)
2. Interlocal Agreement (FIND)

Recommended by: Richard E. Walby 2/21/08  
Department Director Date

Approved by: W. Baker 3/7/58  
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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact until a contractor is in place to monitor the beach. A Budget Amendment will be presented to the BCC in April 2008 after the cost-shares have been determined.

### C. Department Fiscal Review:

*JP*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Dev. and Control Comments:

The estimated amount for this contract is \$316,582 with estimated revenues of \$105,000; however, cost/shares may be deducted from these amounts.

*atwillhite 2-29-08*  
 OFMB *2/28/08* *CN 2/25/08*

*Dr. J. Jacob 3/3/08*  
 Contract Development and Control

### B. Legal Sufficiency:

*Matthew J. J...*  
 Assistant County Attorney

*3/3/08 these contracts comply with our review requirements.*

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

**(Continued from Page 1)**

Each party in these agreements (COUNTY, JID, and FIND) will bear the burden of 1/3 of those monitoring costs which are not expected to be reimbursed by another agency (Florida Department of Environmental Protection or U.S. Army Corps Of Engineers). According to the terms of the agreements, Palm Beach County ERM will hire a qualified contractor to perform the required monitoring and will bill both the JID and FIND on a quarterly basis for reimbursement.

A Task Order with Taylor Engineering for sea turtle monitoring is expected to be executed by the BCC at the March 11, 2008 meeting. Final costs and fiscal impact for all parties and a Budget Amendment for these agreements will be provided in April 2008.

Attachment 1

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE JUPITER INLET DISTRICT**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the JUPITER INLET DISTRICT, an independent special taxing district established under the laws of the State of Florida, (the "JID"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being hereinafter referred to collectively as the "parties".

**WITNESSETH**

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the JID is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, unless expressly prohibited by law; and

WHEREAS, the COUNTY and the JID intend to make the most efficient use of their powers by cooperating with each other on sea turtle and other environmental monitoring associated with periodic dredging of the Jupiter Inlet, and associated sand trap as required by FDEP Permit No.: 0134395-0001-JC, or future modifications of said permit (hereinafter referred to as the "PROJECT") within the municipal limits of the Town of Jupiter, Florida; and

WHEREAS, the COUNTY and the JID desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose of the Agreement. The purpose of this Agreement is to provide a

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mechanism for funding the PROJECT, and to set forth the terms, conditions and obligations of each of the respective parties hereto.

3. The PROJECT.

A. Description. The PROJECT consists of performing sea turtle monitoring and environmental monitoring, as required by FDEP Permit No. 0134395-001-JC, which is attached as Exhibit A, beginning at a point 530 feet north of R-13 and ending at R-19 (the project area) and from R-19 to a point 200 feet south of R-21 (the control area).

B. PROJECT components. PROJECT components include project management; engineering; design; permitting; and environmental and project performance monitoring.

4. Term. The term of this Agreement shall be from the date of execution by both parties through **October 31, 2018**, unless otherwise provided herein. Notwithstanding, work conducted on this PROJECT by the County and its consultants/contractors beginning on or after **May 14, 2007** shall be eligible for reimbursement by the JID.

5. Funding. The parties agree that the JID will cost share in the eligible expenses for the PROJECT as described in this Agreement. Each party agrees to diligently pursue the approval and procurement of its funding obligation.

6. COUNTY Obligations.

A. The COUNTY shall pay all expenses of the PROJECT in anticipation of partial reimbursement from the JID.

B. The COUNTY shall submit invoices for payment to the JID on a quarterly basis. For reimbursement to occur, the COUNTY shall submit invoices to the JID that shall include a reference to this Agreement, identify the PROJECT, identify the total project costs to date, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses that have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the JID.

C. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least three (3) years after completion of the PROJECT or termination of the Agreement, whichever occurs last. The COUNTY shall afford JID access to all books, records, and documents related to the PROJECT as required in this paragraph for purposes of inspection or audit during normal

business hours.

- D. The County shall submit requests for State funding assistance, if applicable, and shall provide a copy of any such submittal to the JID.
- E. The COUNTY shall provide the JID with copies of all contracts, plans and specs as applicable to the PROJECT.
- F. The COUNTY shall provide the JID with a copy of the PROJECT schedule and all revisions thereto.
- G. The COUNTY shall properly prepare and submit any and all applications for State and Federal permits required for the PROJECT and provide a copy thereof to the JID.
- H. The COUNTY shall be responsible for management and monitoring of the PROJECT.
- I. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

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JID Obligations.

- A. The JID shall cost share with the COUNTY on the PROJECT on a reimbursement basis. Cost sharing for the permit-required sea turtle monitoring or other environmental monitoring shall be limited to one-third (1/3) of the COUNTYs' costs. Should dredging of the Jupiter Inlet occur during sea turtle nesting season (March 1 through October 31), all construction-related monitoring costs shall be the sole responsibility of the JID.
- B. The JID shall appropriate adequate funds to cover JID's share of the eligible PROJECT costs, which is estimated to be up to \$30,000 per year for permit-required sea turtle monitoring or environmental monitoring, and up to \$75,000 per year for construction-related sea turtle monitoring. Eligible costs are limited to: project management;; permitting; and environmental and project performance monitoring.
- C. Invoices received from the COUNTY and approved by the JID shall be paid within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the PROJECT. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management.

- D. Notwithstanding any other provision herein, the JID'S obligation to pay under this Agreement is contingent upon an appropriation for its purpose by its Commission in its annual fiscal year budget during the term of this Agreement.
- E. The JID shall provide the COUNTY with copies of all contracts, plans and specs as applicable to the PROJECT.
- F. The JID shall provide the COUNTY with a copy of the PROJECT schedule and all revisions thereto.

8. Party Representatives.

- A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management whose telephone number is (561) 233-2400.
- B. The JID's representative/contract monitor during the term of this Agreement shall be the Executive Director, whose telephone number is (561) 746-2223.

9. Notices. All formal notices between the parties shall be hand delivered or sent by certified mail, return receipt requested, to the party's Representative identified above in Section 8, at the below cited address. All notices required by this Agreement shall be considered delivered *upon receipt*. Should any party change its address, written notice of such new address shall promptly be sent to the other party. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4 <sup>th</sup> Floor West Palm Beach, FL 33411-2743	Executive Director Jupiter Inlet District 400 N. Delaware Blvd. Jupiter, FL 33458	Palm Beach County Attorney's Office 301 North Olive Avenue 6 <sup>th</sup> floor West Palm Beach, FL 33401
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10. Default and Termination. If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period.
11. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

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12. Filed. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
13. Amendments. This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.
14. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend and hold harmless the JID against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the JID shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out the JID's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
15. Insurance. The parties shall maintain a fully funded insurance or self-insurance program pursuant to Section 768.28, Florida Statutes. The COUNTY agrees to require any contractor performing work on the PROJECT to maintain adequate insurance coverage, naming both the JID and COUNTY as additional insured.
16. Equal Opportunity. The COUNTY and the JID agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of the Agreement.
17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
18. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.
19. Disputes. Disputes under this Agreement may be resolved by the parties' Representatives named in Paragraph 8. If the Representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.


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20. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the JID. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
21. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
22. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
24. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.
25. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
27. Entirety of Agreement. The JID and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chairperson of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the JID has caused this Agreement to be signed in its corporate name by its Executive Director, the date and year first above written.

JUPITER INLET DISTRICT,  
FLORIDA

By:   
Michael J. Grella, Executive Director

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

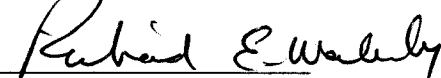
DATE: \_\_\_\_\_

(Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

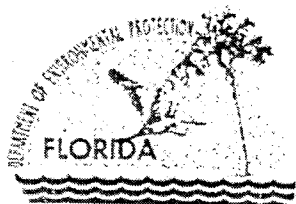
By:   
Richard E. Walesky, Director  
Dept. of Env. Resources Management

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FDEP Beaches Coastal Syst 850 921 6459

FILE: 00-77  
P.3



Jeb Bush  
Governor

## Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

David B. Struhs  
Secretary

### CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

**PERMITTEE/AUTHORIZED ENTITY:**

Jupiter Inlet District  
400 North Delaware Blvd.  
Jupiter, FL 33458

Permit/Authorization No.: 0134395-001-JC

Date of Issue: March 26, 2001

Expiration Date: March 26, 2026

County: Palm Beach

Project: Jupiter Inlet Maintenance Dredging

This 25-year Joint Coastal Permit is issued under the authority of Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62 and 40, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

**ACTIVITY DESCRIPTION:**

The project involves maintenance dredging of approximately 80,000 cy of sand annually from the Jupiter Inlet sand trap to attain a depth of -20 ft. NGVD (including overdredge depth). Dredged sand will be placed on the beach south of the inlet between Jupiter Inlet and DEP survey monument R-19 within the same fill template used for the Jupiter-Carlin Beach Nourishment Project. A beach profile with a typical berm elevation of +8.0 feet NGVD and a construction slope of 1 vertical to 10 horizontal will be constructed. Maximum berm width will be approximately 100 ft.

**ACTIVITY LOCATION:**

Located at Jupiter Inlet, Palm Beach County, Section 32, Township 40 south, Range 43 East, Atlantic Ocean, Class III Waters.

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act. This permit also constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

This activity also requires a proprietary authorization, as the beach disposal activity is located on sovereign submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund, pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a

"More Protection, Less Process"

Printed on recycled paper.

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proprietary authorization. The Department has the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. In addition to the above, this proprietary authorization has been reviewed in accordance with Chapter 253, and the policies of the Board of Trustees.

As staff to the Board of Trustees, the Department has reviewed the activity described below, and has determined that the activity qualifies for a consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

A copy of this authorization has been sent to the U. S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency. You are hereby advised that authorizations also may be required by other federal, state, and local entities. This authorization does not relieve you from the requirements to obtain all other required permits and authorizations.

The above named permittee is hereby authorized to construct the work shown on the application and approved drawings, plans, and other documents attached hereto or on file with the Department and made a part hereof. This permit and authorization to use sovereign submerged lands is subject to the limits, conditions, and locations of work shown in the attached drawings, and is also subject to the General Conditions and Specific Conditions, which are a binding part of this permit and authorization. You are advised to read and understand these drawings and conditions prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these drawings and conditions prior to commencing the authorized activities.

#### GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required.
2. If, for any reason, the permittee does not comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Office of Beaches and Coastal Systems (Office) and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of

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noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits which may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of sovereignty land of Florida seaward of the mean high-water line, or, if established, the 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. The permittee is responsible for obtaining any necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund prior to commencing activity on sovereign lands or other state-owned lands.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

6. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.

7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

8. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.

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9. At least forty-eight (48) hours prior to commencement of activity authorized by this permit, the permittee shall submit to the Office and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date.

10. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the State Historic Preservation Officer and the Office.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the permittee shall submit to the Office of Beaches and Coastal Systems and the appropriate District office of the Department a written statement of completion and certification by a licensed professional engineer registered in the state of Florida. This certification shall state that: all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on two copies of as-built drawings submitted to the Department.

#### SPECIFIC CONDITIONS:

1. No work shall be conducted under this permit for the initial dredging or subsequent maintenance dredging events until the permittee has received a written notice to proceed from the Department. Prior to the issuance of the notice to proceed, at least 60 days before construction is planned to begin, the permittee shall submit the following:
  - a. *Final plans, specifications, and construction operations plan.* Two copies of detailed final construction plans and specifications for all authorized activities. These documents shall be signed and sealed by the design engineer, who must be registered in the State of Florida, and shall bear the certifications specified in Rule 62B-41.007(4), F.A.C. The plans and specifications shall include a description of the beach construction methods to be utilized and drawings and surveys which show all work spaces (e.g. anchoring area, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project. The drawings shall include mapping of any significant natural resources located in and within 1000 feet of the work spaces. Significant natural resources include hardbottom areas, rock outcroppings, and algal and seagrass beds. The Department may request additional information as necessary in order to review each subsequent maintenance dredging event. Department approval for subsequent events may be contingent upon the permittee's acceptance of additional conditions which may be determined to be appropriate based upon data submitted to the Department in support of your request or upon the results of monitoring data. Construction of the project shall not begin until the Department approves the construction methods and the locations of the work spaces.

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- b. *Final plans and specifications - electronic copies.* The information provided in section (a) above shall also be provided to the Office in electronic format, on compact diskette or other electronic media. Electronic submittals shall be in ArcViewGIS or AutoCAD format or similar, compatible format and clearly referenced as to datum and projection. Electronic files shall be accompanied by corresponding information as to dates of and responsible parties performing all associated data collection and any other pertinent information about the data collection.
- c. *Turbidity monitoring qualifications.* Construction at the project site shall be monitored closely to assure that turbidity levels do not exceed the compliance standards established in this permit. Accordingly, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when fill material is discharged on the beach. This individual shall serve as site supervisor and shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit. The names and qualifications of those individuals performing these functions along with 24-hour contact information shall be submitted for approval.
- d. *Hydrographic monitoring plan.* A hydrographic plan shall be submitted for approval to monitor the performance of the inlet channel, to identify potential erosion and accretion patterns along the adjacent shoreline, to verify the analyses that were conducted in the development of the design of the project, and to identify any adverse impacts, which would be attributable to the project authorized by this permit. The monitoring plan shall contain an executive summary, a table of contents, and a list of tables and figures. The plan shall also contain a table and plan view map showing the location, length, and all control information (i.e., state plane coordinates, azimuths, etc.) for all beach profiles to be monitored. The proposed plan shall demonstrate what specific data is to be collected, the time period for data collection, the proposed analyses to be conducted and the format in which the results are to be presented. The monitoring plan is subject to modification at the direction of the Department should shoreline conditions change.
2. Each dredging event following the initial dredging shall be subject to individual review by the Department. Expressed written approval from the Department shall be obtained by the permittee prior to undertaking each dredging event. The permittee shall request Department review at least 90 days prior to when the approval is necessary. The request shall be accompanied by a discussion of the work proposed, the cubic yardage to be dredged, construction drawings of the anticipated work showing the areas of dredging and disposal, and grain-size analyses of surface grab samples which are representative of the material to be dredged. Department review shall be based on this material as well as all monitoring and survey data submitted to date. Any outstanding monitoring or survey data shall accompany the request for Department review. Within 30 days of the receipt of the request, the

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Department shall notify the permittee of any deficiencies in the request. The Department shall either approve or deny the request within 90 days of its receipt or receipt of additional information which was submitted to correct any deficiencies identified in the original request. During this review period the Department shall request comments from the Florida Fish and Wildlife Commission and the Department's Southeast Florida District office in West Palm Beach. Department approval shall be contingent upon the continued demonstration that water quality standards are being maintained during dredging events, biological resources of the project area, including the offshore rock outcrops, are not being adversely affected, and littoral processes, as reflected in the survey data, are as predicted. Should the Department's review indicate adverse affects have occurred or are expected to occur, reasonable modifications shall be required to eliminate or minimize these affects. Any denial shall be based upon adverse impacts that have occurred or are expected to occur. The Department shall identify such adverse impacts and the permittee shall propose reasonable provisions to avoid such impacts in order to obtain Department approval under a modified request.

The Department will not approve any significant impacts to water quality, littoral processes, or biological resources under this permit without a major modification to the permit. Any such impacts may require mitigation and would require the permittee to submit an application to the Department for a major permit modification.

3. This is a 25-year term permit issued pursuant to the provisions of Florida Administrative Code Rule 62B-49.011. In order to remain in effect, the permit must be renewed at intervals not to exceed five (5) years. Applications for renewal shall be assessed a processing fee and shall be subject to the requirements of Rule 62B-49. In its review of the application, the Department will consider: 1) whether site or other conditions have changed such that the permitted activity would no longer meet the permitting requirements; 2) the compliance record of the permittee; and 3) whether the proposed activity is consistent with the statutes and rules in effect at the time. If the Department determines that the permittee is not in compliance with the terms of the permit, revocation or suspension of the permit may be initiated pursuant to Section 62-4.100, F.A.C. As an element of the five-year periodic review, except for the initial five year review, the Department shall notify the permittee of any additional permit conditions to be added to the original permit based on rules adopted during the preceding five-year period. The permittee preserves its rights under Chapter 120, Florida Statutes for all aspects of the review and permitting procedure.
4. At least 14 days prior to the commencement date of each dredging event, the permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the permittee's contractors, and Department staff representatives. The permittee shall provide a minimum 7 days advance written notification to the following offices advising of the date, time, and location of the pre-construction conference.

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DEP, Office of Beaches and Coastal Systems  
Mail Station 300  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000  
phone: (850) 487-4471  
fax: (850) 488-5257

FWCC, Bureau of Protected Species  
Management  
620 South Meridian Street  
Tallahassee, Florida 32399-1600  
phone: (850) 922-4330  
fax: (850) 921-4369

Submerged Lands and Environmental Resources  
DEP/Southeast Florida District  
400 North Congress Avenue  
West Palm Beach, Florida 33401  
phone: (561) 681-6600  
fax: (561) 681-6780

Mark Taynton, Field Engineer  
DEP, Office of Beaches and Coastal Systems  
P.O. Box 15425  
West Palm Beach FL 33416  
phone: (561) 681-6637  
fax: (561) 681-6780

Palm Beach County DERM  
3323 Belvedere Road, Bldg. 502  
West Palm Beach, FL 33406-1543  
phone: (561) 233-2433  
fax: (561) 233-2414

5. During all dredging operations the permittee shall require the dredging contractor to have electronic positioning equipment which continuously measures the vertical and horizontal location of the cutterhead, dragarms, dustpan or clamshell at all times during operations. The horizontal positioning equipment shall be installed on the dredge so as to monitor the actual location of the dredge equipment and be interfaced with the depth monitoring device. This equipment shall provide a permanent record of the equipment's position referenced to State Plane Coordinates and NGVD. As a part of the final report, the permittee shall provide a daily record of the position of the dredge equipment which includes the dredge area limits with actual and maximum authorized dredge depth referenced to state plane coordinates and NGVD. Vertical and horizontal accuracy of the positioning equipment shall also be reported.
6. Best management practices shall be used at all times during construction to minimize turbidity at both the dredge and beach fill sites. When an hydraulic dredge is utilized, these practices shall include 1) the construction of containment dikes parallel to the shore and landward of mean high water and 2) discharge of the sand (pumped from the borrow site) along the landward side of the dikes. The permittee shall construct and maintain a shore-parallel sand dike at the beach disposal area at all times while hydraulic discharging on the beach as may be required to meet turbidity standards prescribed by the permit

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7. In order to ensure that manatees are not adversely affected by the construction activities authorized by this permit, the permittee shall adhere to the following conditions:
- The contractor instructs all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s), and shall implement appropriate precautions to ensure protection of the manatee(s).
  - All construction personnel are advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. The permittee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
  - Prior to commencement of construction, the prime contractor involved in the construction activities shall construct and display at least two temporary signs (placards) concerning manatees. For all vessels, a temporary sign (at least 8.5" X 11") reading "Manatee Habitat/Idle Speed In Construction Area" will be placed in a prominent location visible to employees operating the vessels. In the absence of a vessel, a temporary sign (at least 2' X 2') reading "Warning: Manatee Habitat" will be posted in a location prominently visible to land based, water-related construction crews.  
  
A second temporary sign (at least 8.5" X 11") reading "Warning, Manatee Habitat: Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Any collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-800-DIAL-FMP" will be located prominently adjacent to the displayed issued construction permit. Temporary notices are to be removed by the permittee upon completion of construction.
  - Siltation barriers shall be properly secured so that manatees cannot become entangled, and are monitored at least daily to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
  - All vessels associated with the project operate at "idle speed/no wake" at all times while in the construction area and while in water where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
  - If manatees are seen within 100 yards of the active daily construction/dredging operation all appropriate precautions shall be implemented to ensure protection of the manatee.

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These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment.

- g. Any collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol (1-800-DIAL-FMP) and to the FWC Bureau of Protected Species Management (850) 922-4330.
  - h. The permittee shall ensure that the contractor maintains a log detailing sightings, collisions, or injuries to manatees should they occur during the contract period. A report summarizing incidents and sightings shall be submitted to the FWC Bureau of Protected Species Management, 3900 Commonwealth Boulevard, Mail Station 245, Tallahassee, Florida 32399-3000 and to the U. S. Fish and Wildlife Service, 6620 Southpoint Drive South, Suite 310, Jacksonville, Florida 32216-0912. This report must be submitted within 90 days of completion of the activities conducted in accordance with the permit.
8. In order to ensure that marine turtles are not adversely affected by the construction activities authorized by this permit, the permittee shall adhere to the following conditions. Prior to any fill placement or relocation of nests in the project area, the permittee must receive authorization for incidental take from the U.S. Fish & Wildlife Service:
- a. Beach nourishment shall be started after October 31 and be completed before May 1. During the May 1 through October 31 period, no construction equipment or pipes shall be stored on the beach.
  - b. Construction related activities are authorized to occur on the nesting beach (seaward of existing coastal armoring structures or the dune crest) during the early (March 1 through April 30) nesting season under the following conditions.
    - a. A daily marine turtle nest survey of the nesting beach in the vicinity of the project (including areas of beach access) shall be conducted starting March 1 and continue until October 31. Only those nests that may be affected by construction activities shall be relocated. Nests requiring relocation shall be moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. Nest relocations in association with construction activities shall cease when construction activities no longer threaten nests. Nests deposited within areas where construction activities have ceased or will not occur for 65 days shall be marked and left in place unless other factors threaten the success of the nest. Such nests will be marked and the actual location of the clutch determined. A circle with a radius of ten (10) feet, centered at the clutch, shall be marked by stake and survey

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- tape or string. No construction activities shall enter this circle and no adjacent construction shall be allowed which might directly or indirectly disturb the area within the staked circle.
- ii. No construction activity may commence on any previously undisturbed section of adjacent beach more than 50 feet from the active work site until completion of the marine turtle survey each day unless the permittee has made provisions for nighttime marine turtle surveys of the area prior to any work, including movement of equipment or pipes, in that area.
  - c. It is the responsibility of the permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. All nesting surveys, nest relocations screening or caging activities etc. shall be conducted only by persons with prior experience and training in these activities and who is duly authorized to conduct such activities through a valid permit issued by the Fish and Wildlife Conservation Commission (FWC), pursuant to Florida Administrative Code 68E-1.
  - d. If the beach nourishment project will be conducted during the period from November 1 through November 30, nest marking or nest relocation shall be initiated in accordance with the requirements outlined above at least 65 days prior to project initiation and continue through November 30.
  - e. From March 1 through April 30 and November 1 through November 30, all project lighting shall be limited to the immediate area of active construction only and shall be the minimal lighting necessary to comply with U.S. Coast Guard and/or OSHA requirements. Stationary lighting on the beach and all lighting on the dredge shall be minimized through reduction, shielding, lowering, and appropriate placement of lights to minimize illumination of the nesting beach and water. Lighting on offshore equipment shall be minimized through reduction, shielding lowering, and appropriate placement of lights to avoid excessive illumination of the water, while meeting all U.S. Coast Guard and OSHA requirements.
  - f. From March 1 through October 31, staging areas for construction equipment shall be located off the beach. Nighttime storage of construction equipment not in use shall be off the beach to minimize disturbance to sea turtle nesting and hatching activities.
  - g. The applicant shall arrange a meeting between representatives of the contractor, the Department, the FWC, and the permitted person responsible for egg relocation at least 30 days prior to the commencement of work on this project. At least 10 days advance notice shall be provided prior to conducting this meeting. This will provide an opportunity for explanation and/or clarification of the sea turtle protection measures.

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- h. In the event a sea turtle nest is excavated during construction activities, all work shall cease in that area immediately and the permitted person responsible for egg relocation for the project should be notified so the eggs can be moved to a suitable relocation site.
- i. All fill material placed shall be sand that is similar to that already existing at the beach site in both coloration and grain size distribution and shall be suitable for marine turtle nesting.
8. Immediately after completion of the beach nourishment project and prior to February 15 for 3 subsequent years, sand compaction shall be monitored in the area of restoration in accordance with a protocol agreed to by the Department, the U.S. Fish & Wildlife Service, and the applicant. At a minimum, the protocol provided below shall be followed. If required, the area shall be tilled to a depth of 36 inches. All tilling activity must be completed prior to February 15. A report on the results of compaction monitoring shall be submitted to the Department prior to any tilling actions being taken. An annual summary of compaction surveys and the actions taken shall be submitted to the Department. This condition shall be evaluated annually and may be modified if necessary to address sand compaction problems identified during the previous year.
- k. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area); one station shall be midway between the dune line and the high water line (normal wrack line); and one station shall be located just landward of the high water line.
- ii. At each station, the cone penetrometer shall be pushed to a depth of 6, 12, and 18 inches three times (three replicates). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lay over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each depth at each station. Reports shall include all 27 values for each transect line, and the final 9 averaged compaction values.

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iii. If the average value for any depth exceeds 500 psi for any two or more adjacent stations, then that area shall be tilled prior to February 15. If values exceeding 500 psi are distributed throughout the project area but in no case do those values exist at two adjacent stations at the same depth, then consultation with the Department shall be required to determine if tilling is required. If a few values exceeding 500 psi are present randomly within the project area, tilling shall not be required.

l. Prior to sea turtle nesting season (March 1st), an annual visual survey for escarpment formation shall be conducted within the project area. This survey shall be conducted following beach nourishment and for three years thereafter. Escarpments that exceed 18 inches in height for a distance of 100 feet shall be leveled to the natural beach contour before March 1st. An annual summary of this survey and any action taken shall be submitted to the Department.

m. During marine turtle nesting season (March 1st to October 31st), weekly visual surveys for escarpment formation shall be conducted within the project area. These surveys shall be conducted for three nesting seasons following beach nourishment. An annual summary of these surveys and any action taken shall be submitted to the Department together with the annual survey data from item (n) above of this permit. Weekly surveys shall include:

- i. The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded. Notations on the height of any escarpments shall be included (0 to 18 inches, 18 inches to 4 feet, 4 feet or higher) as well as the maximum height of all escarpments.
- ii. Escarpments that exceed 18 inches in height for a distance of 100 feet shall be reported in writing to the Department within 3 days of the survey. This report shall include the number and location of nests in the vicinity of the escarpment. Upon written notification, the permittee shall level escarpments in accordance with mechanical methods prescribed by the Department.
- iii. Any escarpments that exceed 18 inches in height for a distance of 100 feet shall be leveled to the natural beach contour by March 1. If weekly surveys during the marine turtle nesting season document subsequent reformation of escarpments that exceed 18 inches in height for a distance of 100 feet, then the Department shall be contacted immediately to determine the appropriate action to be taken. Upon written notification, the permittee shall level escarpments in accordance with mechanical methods prescribed by the Department.

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- n. Reports on all nesting activity shall be provided for the initial nesting season and for a minimum of two additional nesting seasons by January 31 of the following year. Monitoring of nesting activity in the two seasons following construction shall include daily surveys and additional measures required by the Department as outlined in the table below. Reports submitted shall include daily report sheets or a summary of the field sheets noting all activity, nesting success rates, hatching success rates of all relocated nests, hatching success of a representative sample of nests left in place (if any), dates of construction and names of all personnel involved in nest surveys and relocation activities. All information shall separate data from areas that receive fill from those that do not receive fill or control areas. These control areas shall be of similar length to the project area. Two or more years of existing preconstruction monitoring data should be submitted with the first postconstruction monitoring report, and prior to each subsequent nourishment.

Characteristic	Parameter	Measurement	Variable
Nesting Success	False crawls - number	Visual assessment of all false crawls	Number and location (i.e., fill or control or not filled) of false crawls
	False crawl - type	Categorization of the stage at which nesting was abandoned	Number in each of the following categories: emergence-no digging, preliminary body pit, abandoned egg chamber
	False crawls & nests - location	The location of every false crawl and false nest shall be marked on an aerial photograph and referenced to the R-monument	Position of false crawl and nest and mapped locations
	Nests	Location of all marine turtle nests shall be marked on an aerial photograph, and approximate distance to the tide or wrack line estimated	Number and location, (i.e., fill or control or not filled) of nests, distance to wrack line (recommended). Any abnormal cavity morphologies should be reported
		Lost Nests	The number of marked nests lost to inundation, erosion or the number of inundated nests or the number with lost markers that could not be relocated
Reproductive Success	Emergence & hatching success	Standard survey protocol	Numbers of the following: unhatched eggs, depredated eggs, live pipped eggs, dead pipped eggs, live hatchlings in nest, dead hatchlings in nest, hatchlings emerged as well as the number of inundation events. Depth from surface to top and bottom of nest cavity should also be reported.

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- o. Upon locating a dead, injured, or sick endangered or threatened sea turtle specimen, initial notification must be made to the Florida Department of Environmental Protection at 1-800-DIAL FMP. Care should be taken in handling sick or injured specimens to ensure effective treatment and care and in handling dead specimens to preserve biological materials in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured endangered or threatened species or preservation of biological materials from a dead animal, the finder has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- p. If a hopper dredge is proposed to be employed in the project construction, then all conditions in the NMFS Biological Opinion for hopper dredging along the S.E. U.S. Atlantic Coast (dated August 25, 1995) must be followed, and the Office of Protected Species shall be sent copies of the reports specified in Condition 6 of the Biological Opinion.
- 9. In order to ensure that seagrasses are not adversely affected by the construction activities authorized by this permit, prior to each dredging event the permittee shall adhere to the following conditions:
  - a. The Contractor shall instruct all personnel associated with the project of the presence of seagrasses in the inlet and the need to avoid contact with seagrass.
  - b. The current location of all seagrass beds within 1,000 ft. of the dredge area limits shall be determined (including in-water verification) and depicted on the final construction plans.
  - c. All construction personnel shall be advised that there are state and federal penalties for unauthorized impacts to seagrasses. The Contractor may be held responsible for any seagrasses harmed or destroyed due to construction activities.
  - d. The Contractor shall limit pipeline placement and dredge anchorage such that contact with and impacts to seagrasses are avoided. The Contractor shall not move, place or store any equipment in or over any seagrass bed. Operators of small craft associated with the dredging shall avoid seagrasses whenever possible and will operate at no wake speeds when it is necessary to transit any areas containing seagrasses in order to avoid prop scarring.
- 10. In order to ensure that hardbottoms are not adversely affected by the construction activities authorized by this permit, prior to each beach disposal event the permittee shall adhere to the following conditions:

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- a. All beach fill material shall be placed landward of the construction profiles shown on the attached permit drawings to ensure that impacts to additional hardbottom will be avoided. The contractor shall not overfill the construction fill template.
- b. The Contractor shall limit pipeline placement and anchorage sites such that contact with and impacts to hardbottoms are avoided.

#### MONITORING REQUIRED:

##### 1. Water Quality

Parameter: Turbidity - Nephelometric Turbidity Units (NTUs)

##### DREDGE AREA

Frequency: Every four hours during dredging and beach fill placement.

##### Location:

Background: At least 500 meters upcurrent from the dredge outside of any visible turbidity plume, at mid-depth.

Compliance: No more than 150 meters downcurrent from the dredge site or at the edge of any seagrass beds (which ever is closer), in the densest portion of any visible turbidity plume, at mid-depth.

##### BEACH FILL PLACEMENT SITE

Frequency: Every four hours during dredging and beach fill placement.

##### Location:

Background: At least 500 meters upcurrent from the discharge point, outside of any visible turbidity plume, at mid-depth.

Compliance: No more than 150 meters offshore and 150 meters downcurrent of the discharge point within the densest portion of any visible turbidity plume, at mid-depth.

Weekly summaries of all monitoring data shall be submitted to the Office of Beaches and Coastal Systems and to the Southeast District Office within one week of analysis with documents containing the following information: (1) permit number; (2) dates and times of sampling and analysis; (3) a statement describing the methods used in collection, handling, storage and analysis of the samples; (4) a map indicating the sampling locations; and (5) a statement by the individual

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responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection and accuracy of the data.

Monitoring reports shall also include the following information for each sample that is taken:

- (a) time of day samples taken;
- (b) depth of water body;
- (c) depth of sample;
- (d) antecedent weather conditions;
- (e) tidal stage and direction of flow; and
- (f) wind direction and velocity.

The compliance locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the compliance sites greater than 29 NTUs above background turbidity levels, construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels.

## 2. Hydrographic Monitoring

A monitoring program shall be conducted in accordance with the monitoring plan approved as part of Special Permit Condition 1 (above). The permittee may incorporate the requirements of this monitoring plan into existing monitoring programs being conducted by the permittee and/or other county-wide surveys. The hydrographic monitoring program shall include the following:

- a. Beach and offshore profile surveys shall be conducted immediately prior to sand placement, immediately following completion of the project, and annually thereafter. The profile alignments will be identical to the azimuths previously established for each monument. All beach profiles shall extend from the monument at least 3000 feet seaward and out to the depth of closure if greater. Additional surveys may be required following a major storm as determined by the Department.
- b. Bathymetric surveys of the Jupiter Inlet navigation channel and adjacent area shall be conducted immediately following project completion and annually thereafter. Soundings shall be taken in accordance with the minimum specifications identified in the approved monitoring plan.
- c. The permittee shall submit an engineering report summarizing the monitoring data and project performance to the Office of Beaches and Coastal Systems in accordance with the approved monitoring plan within 90 days of completion of each survey. The survey data shall be submitted on 3.5-inch double-sided high density floppy disk in an ASCII format. The data shall be arranged according to the DEP specifications and shall include all of the

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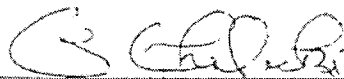
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information required by the DEP specifications

Monitoring reports shall be submitted to the Office of Beaches and Coastal Systems in Tallahassee. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the DEP, please clearly include, at the top of each page or as a cover page to the submittal: "This information being provided in partial fulfillment of the monitoring requirements in Permit No. 0134395-001-JC."

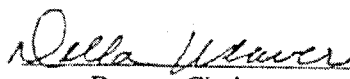
Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

for   
Alfred B. Devereaux, Jr., Director  
Office of Beaches and Coastal Systems

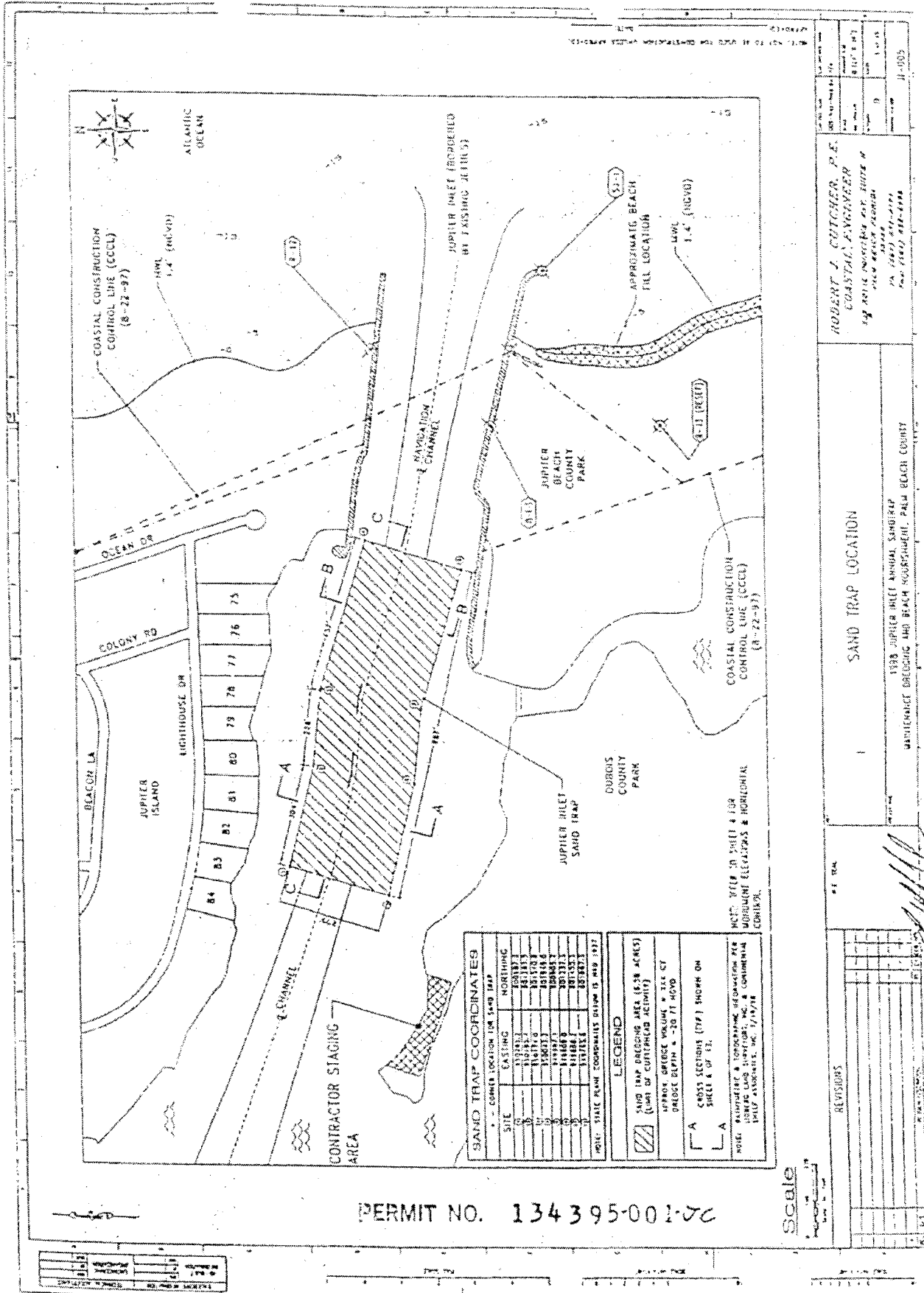
FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

 3/26/01  
Deputy Clerk Date

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**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE FLORIDA INLAND NAVIGATION DISTRICT**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district established under the laws of the State of Florida, (the "FIND"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being hereinafter referred to collectively as the "parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Section 374.984, Florida Statutes, FIND is empowered and authorized to perform and do all things which shall be requisite and necessary to comply with the requirements and conditions imposed upon a "local interest" by the Congress of the United States in several acts authorizing and directing the improvement of the Intracoastal Waterway from St. Mary's River to the southernmost boundary of Miami Dade County; and

WHEREAS, the COUNTY and the FIND intend to make the most efficient use of their powers by cooperating with each other on sea turtle and other environmental monitoring associated with the periodic dredging of the Atlantic Intracoastal Waterway in the vicinity of the Jupiter Inlet as required by FDEP Permit No.: 0262913-001-JC (hereinafter referred to as the "PROJECT") within the municipal limits of the Town of Jupiter, Florida; and

WHEREAS, the COUNTY and the FIND desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

- 
2. Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism for funding the PROJECT, and to set forth the terms, conditions and obligations of each of the respective parties hereto.
  3. The PROJECT.
    - A. Description. The PROJECT consists of performing sea turtle monitoring and environmental monitoring, as required by FDEP Permit No. 0262913-001-JC, which is attached as Exhibit A, beginning at R-13 and ending at R-19 (the project area) and from R-19 to a point 200 feet south of R-21 (the control area).
    - B. PROJECT components. PROJECT components include project management and environmental and project performance monitoring.
  4. Term. The term of this Agreement shall be from the date of execution by both parties through **October 31, 2018**, unless otherwise provided herein. Notwithstanding, work conducted on this PROJECT by the County and its consultants/contractors beginning on or after **January 1, 2008** shall be eligible for reimbursement by the FIND.
  5. Funding. The parties agree that the FIND will cost share in the eligible expenses for the PROJECT as described in this Agreement. Each party agrees to diligently pursue the approval and procurement of its funding obligation.
  6. COUNTY Obligations.
    - A. The COUNTY shall pay all expenses of the PROJECT in anticipation of partial reimbursement from the FIND.
    - B. The COUNTY shall submit invoices for payment to the FIND on a quarterly basis. For reimbursement to occur, the COUNTY shall submit invoices to the FIND that shall include a reference to this Agreement, identify the PROJECT, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses that have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the FIND.
    - C. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least three (3) years after completion of the PROJECT or termination of the Agreement, whichever occurs last. The COUNTY shall afford FIND access to all books, records, and documents related to the PROJECT as required in this paragraph for purposes of inspection or audit during



normal business hours.

- D. The County shall submit requests for State funding assistance, if applicable, and shall provide a copy of any such submittal to the FIND.
- E. The COUNTY shall provide the FIND with copies of all contracts, plans and specs as applicable to the PROJECT, for FIND's review and comment, to the extent practicable, prior to contract award.
- F. The COUNTY shall provide the FIND with a copy of the PROJECT schedule and all revisions thereto.
- G. The COUNTY shall properly prepare and submit any and all applications for State and Federal permits required for the PROJECT and provide a copy thereof to the FIND.
- H. The COUNTY shall be responsible for management and monitoring of the PROJECT.
- I. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

7.

FIND Obligations.

- A. The FIND shall cost share with the COUNTY on the PROJECT on a reimbursement basis. Cost sharing for the permit-required sea turtle monitoring or other environmental monitoring shall be limited to one-third (1/3) of the COUNTY's obligation. Should dredging of the Atlantic Intracoastal Waterway in the vicinity of the Jupiter Inlet occur during sea turtle nesting season, all construction-related monitoring costs shall be the sole responsibility of the FIND.
- B. The FIND shall appropriate adequate funds to cover FIND's share of the eligible PROJECT costs, which is estimated to be up to \$30,000 per year for permit-required sea turtle monitoring or environmental monitoring and up to \$75,000 per year for permit-required sea turtle monitoring or other monitoring during construction. Eligible costs are limited to: project management and environmental and project performance monitoring.
- C. Invoices received from the COUNTY and approved by the FIND shall be paid within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the PROJECT. Payments shall be submitted to the Palm Beach County

Department of Environmental Resources Management.

- D. Notwithstanding any other provision herein, the FIND's obligation to pay under this Agreement is contingent upon an appropriation for its purpose by its Commission in its annual fiscal year budget during the term of this Agreement.
- E. The FIND shall provide the COUNTY with copies of all contracts, plans and specs as applicable to the PROJECT.
- F. The FIND shall provide the COUNTY with a copy of the PROJECT schedule and all revisions thereto.

8. Party Representatives.

- A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management whose telephone number is (561) 233-2400.
- B. The FIND's representative/contract monitor during the term of this Agreement shall be the Executive Director, whose telephone number is (561) 627-3386.

9. Notices. All formal notices between the parties shall be hand delivered or sent by certified mail, return receipt requested, to the party's Representative identified above in Section 8, at the below cited address. All notices required by this Agreement shall be considered delivered *upon receipt*. Should any party change its address, written notice of such new address shall promptly be sent to the other party. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4 <sup>th</sup> Floor West Palm Beach, FL 33411-2743	Florida Inland Navigation District 1314 Marcinski Road Jupiter, FL 33477	Palm Beach County Attorney's Office 301 North Olive Avenue 6 <sup>th</sup> floor West Palm Beach, FL 33401
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10. Default and Termination. If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period.

11. Delegation. Nothing contained herein shall be deemed to authorize the delegation

of the constitutional or statutory duties of state, county, or municipal officers.

12. Filed. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
13. Amendments. This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.
14. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend and hold harmless the FIND against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the FIND shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out the FIND's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.
15. Insurance. The parties shall maintain a fully funded insurance or self-insurance program pursuant to Section 768.28, Florida Statutes. The COUNTY agrees to require any contractor performing work on the PROJECT to maintain adequate insurance coverage, naming both the FIND and COUNTY as additional insured.
16. Equal Opportunity. The COUNTY and the FIND agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of the Agreement.
17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
18. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.
19. Disputes. Disputes under this Agreement may be resolved by the parties' Representatives named in Paragraph 8. If the Representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees

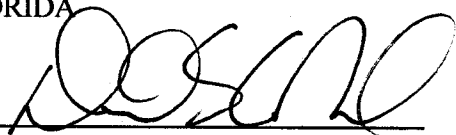
incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

20. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the FIND. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
21. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
22. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
24. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.
25. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
27. Entirety of Agreement. The FIND and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be

added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chairperson of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the FIND has caused this Agreement to be signed in its corporate name by its Executive Director and its corporate seal to be affixed hereto, the date and year first above written.

FLORIDA INLAND  
NAVIGATION DISTRICT  
FLORIDA

By:   
David Roach, Executive Director

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk


DATE: \_\_\_\_\_

(Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Richard E. Walesky, Director  
Dept. of Env. Resources Management



## Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

In the Matter of an  
Application for Permit/Water Quality Certification,  
and Authorization to Use Sovereign Submerged Lands by:

**APPLICANT:**

U.S. Army Corps of Engineers  
Ms. Marie Burns, Chief  
Environmental Branch  
Jacksonville District  
P.O. Box 4970  
Jacksonville, FL 32232

**PROJECT NAME:**

Jupiter Inlet AIWW Maintenance Dredging  
and Beach Fill Placement

FILE No. 0262913-001-JC  
Palm Beach County

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### CONSOLIDATED NOTICE OF INTENT TO ISSUE JOINT COASTAL PERMIT AND AUTHORIZATION TO USE SOVEREIGN SUBMERGED LANDS

The Department of Environmental Protection gives consolidated notice of its intent to:

(a) issue a 10-year joint coastal permit under Chapter 161 and Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.) for the activity described below (draft copy of permit attached). Issuance of the joint coastal permit also constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341; and

(b) grant a letter of consent to the Florida Inland Navigation District (FIND)(the local sponsor) to use sovereign submerged lands for the proposed beach disposal area, under Article X, Section 11 of the Florida Constitution, Chapter 253 and 258, F.S., Title 18, F.A.C., and the policies of the Board of Trustees, as described below.

Where applicable (such as activities in coastal counties), issuance of the joint coastal permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act. In addition, the Department has

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Jupiter Inlet AIWW Maintenance Dredging and Beach Fill Placement  
File No. 0262913-001-JC  
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determined, pursuant to Section 380.0651(3)(e), F.S., that the construction is situated so that it will not adversely impact Outstanding Florida Waters or Class II Waters, and will not contribute to boat traffic in a manner that will adversely impact the manatee.

## **I. DESCRIPTION OF THE PROPOSED ACTIVITY**

The applicant, the U.S. Army Corps of Engineers, applied on March 9, 2006, to the Department of Environmental Protection for a permit/water quality certification and authorization to use sovereign submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) to maintenance dredge a portion of the Atlantic Intracoastal Waterway (AIWW) in the vicinity of Jupiter Inlet, from Cut P-1 through P-4, to restore full navigation depth of the Federal navigation project. The maximum excavation depth of the channel dredging varies from 12 feet to 16 feet (MLW). These maximum depths include the design depth, advance maintenance and allowable overdepth. Cuts P-1 and P-2 are to be dredged to a maximum depth of -12 feet MLW, and Cuts P-3 and P-4 are to be dredged to a maximum depth of -16 feet MLW. Beach-quality sand that is dredged from the channel will be placed along 5,500 linear feet of beach immediately south of Jupiter Inlet, between FDEP monuments R-13 and R-19. Approximately 25,000 c.y. of this fill material will be used for dune reconstruction between FDEP monuments R-13 and R-17 during the initial maintenance dredging event in 2008. Dredge events will occur every four years on average using a cutterhead suction dredge.

The project is located within the vicinity of Jupiter Inlet in Palm Beach County, Section 32, Township 40 South, Range 43 East, and Section 5, Township 41 South, Range 43 East. The maintenance dredging activity is within the Atlantic Intracoastal Waterway (AIWW), Class III Waters, Jensen Beach-to-Jupiter Inlet Aquatic Preserve and Loxahatchee River-Lake Worth Creek Aquatic Preserve, Outstanding Florida Waters. The beach placement activity is located south of Jupiter Inlet between FDEP monuments R-13 and R-19, Atlantic Ocean, Class III Waters, NOT OFW.

## **II. AUTHORITY FOR REVIEW**

The Department has permitting authority under Chapter 161 and Part IV of Chapter 373, F.S., and Chapters 62B-41, 62B-49, 62-330, and 62-343, F.A.C. The activity qualifies for processing as a joint coastal permit pursuant to Section 161.055, F.S. Pursuant to Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing this application.

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The disposal of dredged material also requires a proprietary authorization, as it is located on sovereign submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund. The activity is not exempt from the need to obtain a proprietary authorization. Pursuant to Article X, Section 11 of the Florida Constitution, Sections 253.002 and 253.77, F.S., Sections 18-21.0040, 18-21.0051, 62-343.075, F.A.C., the policies of the Board of Trustees, and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department has the responsibility to review and take final action on this request for proprietary authorization.

The Department acknowledges that the dredging activity falls within one of the federal powers listed in the Submerged Lands Act under 43 U.S.C. 1311(d) or 43 U.S.C. 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 U.S.C. 1451-1465) this activity requires the State of 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. The applicant has provided affirmative reasonable assurance that the dredging activities are consistent with the sovereignty lands provisions of Florida's approved Coastal Management Program.

### **III. BACKGROUND/BASIS FOR ISSUANCE**

#### **A. General**

Jupiter Inlet is an improved natural inlet connecting the Loxahatchee River to the Atlantic Ocean. Efforts to stabilize the inlet began in 1922 with the construction of parallel jetties at the inlet mouth. Structural modifications and repairs to both structures have occurred over the years, primarily for navigational purposes. A sand trap, located west of the inlet throat, was constructed in 1966. The inlet channel and associated structures are maintained by the Jupiter Inlet District. Maintenance dredging of the navigation channel and sand trap generally occur on an annual basis with placement of suitable material on the downdrift beaches located south of the inlet.

The Department of Environmental Protection, in partnership with the Jupiter Inlet District, sponsored a study of Jupiter Inlet entitled, *Erosion, Navigation and Sedimentation Imperatives at Jupiter Inlet, Florida: Recommendations for Coastal Engineering Management*, June, 1992 (plus October, 1993 addenda), Mehta, Montague and Thieke. This study was conducted under the provisions of Section 161.161, F.S., for the purposes of evaluating the erosive impact of the inlet on adjacent beaches and to recommend corrective measures to mitigate identified impacts. Two of the primary recommendations of this study were:

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- 1) Continue periodic maintenance dredging of the inlet channel, sand trap, and Intracoastal Waterway with sand bypassing to the beaches located south of the inlet. Dredging schedules should be optimized and the existing authorized disposal area should be modified to extend sand placement southward; and
- 2) Continue periodic nourishment of downdrift beaches as mitigation of inlet effects. A sediment budget was developed that estimated the need to bypass 75,000 cubic yards of material annually to offset the impacts of the inlet.

Maintenance dredging of the AIWW was previously authorized under Wetland Resource Permit Number 502233929 (expiration date of 9/18/2005). Maintenance dredging events occurred in 1995, 2002 and 2004. The Jupiter Inlet District assumed an active role in maintenance dredging of the inlet proper by maintenance dredging Cuts P-2 through P-4 in 1999-2000. Prior to 1995, maintenance dredging projects occurred in 1983, 1987 and 1991.

The beaches located south of the inlet were initially restored in 1995 during the Jupiter/Carlin Shore Protection Project to mitigate erosion caused by the inlet. A major nourishment of the project area followed during the winter of 2001 (Permit No. 0163093-001-JC). In addition to these beach fills, numerous smaller projects have added beach quality material to the project area during dredging of the sand trap by the Jupiter Inlet District. The monitoring data for the 2001 nourishment project documents the effects of the combined nourishment projects on the fill placement areas and reference areas north and south of the project.

The proposed maintenance dredging project is necessary to restore full navigation depth of the Federal navigation project and to control shoreline erosion south of Jupiter Inlet. Dredging of the AIWW will eliminate the hazardous navigation conditions created by shoaling. Beach fill placement will provide storm damage protection and improve the recreational value of the beaches south of Jupiter Inlet. During the initial maintenance dredging event scheduled for 2008, dredging will occur only in Cuts P-1 through P-4. Future maintenance dredging is proposed within Cuts P-5 through P-9; however, a modification to the permit will be required to authorize maintenance dredging within these cuts. Due to the extensive damage to the dune system from Subtropical Storm Andrea in early May 2007, approximately 25,000 cy of fill material will be placed between FDEP monuments R-13 and R-17 for dune reconstruction during the initial maintenance event of this permit.

During Department review of the permit application, the Corps estimated approximately 600,000 cy of capacity within the proposed beach fill placement area. Approximately 140,000 cy of fill material will be dredged from Cuts P-1 through P-4 during the initial maintenance dredging event scheduled for 2008, with all of the material to be placed on the beach within the Jupiter/Carlin Shore Protection Project fill template.

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### **Water Quality**

During Department review of the permit application, the Corps proposed a reduced mixing zone of 75 meters for maintenance dredging activities within the Jensen Beach-to-Jupiter Inlet and Loxahatchee River-Lake Worth Creek Aquatic Preserves. Review of the sediment quality and the use of a hydraulic dredge suggests that near ambient levels can be achieved at the edge of a 75-meter mixing zone for the proposed project. This reduced mixing zone minimizes the potential for secondary impacts related to turbidity and sedimentation on adjacent seagrass beds within the aquatic preserves. Turbidity monitoring for a similar maintenance dredging project, AIWW Vicinity Volusia County (Permit No.0183817-001-JC), demonstrated compliance with a reduced turbidity mixing zone of 25 meters.

Elevating turbidity in seagrass beds, especially those located within an aquatic preserve, would generally be considered contrary to the public interest. During project construction, dredging areas within the aquatic preserves must maintain turbidity at zero NTUs above background at the edge of the 75-meter mixing zone, and turbidity shall not exceed 15 NTUs at the edge of seagrass beds within the mixing zone. The time limit for exceedance of ambient turbidity within the mixing zone (and therefore dredging activity) will be limited to a 30-day period for each dredging event. Turbidity will be maintained at no more than 29 NTUs above background at the edge of the 75-meter mixing zone when dredging the portion of Cut 4 outside of the aquatic preserve. Standard turbidity monitoring conditions should offer sufficient protection at the beach fill placement area (no more than 29 NTUs above background at the edge of a 150 meter mixing zone).

### **Geotechnical Information**

#### **Beach Fill Material Characterization**

The geotechnical data for Cut P-1 (2 vibracores and 14 grab samples), Cut P-2 (2 vibracores and 6 grab samples), Cut P-3 (2 vibracores and 4 grab samples), and Cut P-4 (7 vibracores and 4 grab samples) indicates that the sand consists of grey fine sand with an average mean grain size of 0.17 mm with the mean grain sizes ranging from 0.12 to 0.33 mm. The silt and gravel contents average less than 5%. The carbonate content averages 17% and ranges from 0 to 32%. The moist Munsell color average is a 6 with a range from 3 to 7.

#### **Existing Beach Characterization and Beach Fill Compatibility**

Existing beach samples were collected on June 22, 2006. The existing beach consists of grey medium sand with an average mean grain size of 0.37 mm. The silt and gravel contents are less than 5%. The average carbonate content is 14%. The moist Munsell color is a 6. Cuts P1, P-2, P-3 and P-4 are similar to the existing beach in terms of moist Munsell color, grain size, silt

content, gravel content, and carbonate content. The characteristics of the existing beach and borrow areas are comparable and meet Department standards.

Based upon the information and analyses provided by the Corps as Applicant, the material in the proposed borrow area is expected to maintain the general character and functionality of the material on the native beach in accordance with Rule 62B-41.007(2)(j), F.A.C. In accordance with Rule 62B-41.008(1) (k) 4.b., F.A.C., a sediment quality assurance/quality control plan was submitted for this project that will ensure that the sediment from the borrow area to be used will meet the standards in Rule 62B-41.007(2) (j), F.A.C. The sediment QA/QC plan was approved by the Department on September 7, 2007.

During development of the QA/QC plan, the Corps disagreed with the Department's criteria for sediment color and carbonate content when determining the compatibility between the native beach sediment and dredge fill material. The Corps expressed their opinion that State rules do not provide any explicit guidelines for the acceptable range of values for various geotechnical criteria such as color. The Corps believes that the restrictions on Munsell color value in the approved QA/QC plan are too restrictive for the proposed maintenance dredging project, and that the Department is applying standards that do not incorporate enough flexibility for maintenance dredging projects. The Department maintained that the sediment specifications stated in the plan dated September 7, 2007 are necessary for compliance with Rule 62B-41.007(2) (j), F.A.C., for the dredged fill material to meet the general character and functionality of the material on the existing beach.

## **Resources of Concern**

### **Seagrass**

A seagrass survey was conducted in August 2006 for Cuts 1 through 4 to evaluate the potential for seagrass impacts from the proposed maintenance dredging project. The survey involved a visual inspection of the proposed pipeline route(s), the turbidity mixing zone, the anchor zone adjacent to the dredge areas (100 feet to either side of the channel), and all vessel operation areas. Seagrass was mapped within the Federal Channel and 100 feet on each side of the channel so that any impacts resulting from dredging can be evaluated. These potential impacts include side slope equilibration, damage due to anchor placement, propeller wash, and turbidity/sedimentation within the mixing zone. One hundred and thirty seven (137) transect locations were established for Cuts P-1 through P-4. Each transect runs perpendicular to the axis of the channel dredge area for a total length of 150 meters. DGPS positioning of the end points of the transects and the heading of each transect was recorded during the pre-construction survey. Line-intercept and point quadrat samples were used to qualitatively describe bottom type and quantitatively assess percent cover of seagrass and species composition within the vegetated areas.

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Seagrass species observed within the study area included *Halodule wrightii*, *Halophila decipiens*, *Halophila johnsonii*, *Syringodium filiforme*, and *Thalassia testudium*. Seagrass throughout the study area was concentrated in the shallow areas outside or on the edges of the Federal Channel with the exception of some large, monospecific beds of *H. decipiens* in the northern end. Seagrass occurrence diminished at the southern end of the study area near the vicinity of Jupiter Inlet. Seagrass occurrence north of Jupiter Inlet includes a combination of monospecific and mixed seagrass beds. Monospecific and mixed beds of *S. filiforme* occur more frequently in the northern reaches, as do *H. decipiens* and *T. testudium*. *H. wrightii* and *H. johnsonii* appear to be distributed throughout the study area. No seagrass was observed in the pipeline corridor study area.

An updated, pre-construction seagrass survey was conducted during the summer of 2007 to establish the baseline for the initial maintenance dredging event under this permit. Prior to each subsequent dredging event authorized by this permit, a new pre-construction seagrass survey shall be conducted between June 1 and August 31 in the areas where dredging is to occur for each particular maintenance event. At least 30 days prior to the commencement of the initial maintenance dredging event in 2008 and each subsequent maintenance dredging event authorized under this permit, the updated pre-construction seagrass survey, including a written report with updated seagrass maps (one electronic and one paper copy), shall be submitted to the Department. The report shall contain updated tables of potential seagrass impacts that identify the acreage of seagrass by species and density within the anchor zone, the pipeline corridor, the areas adjacent to the channel that may be subject to sloughing, and the turbidity mixing zone around the shoal areas to be dredged.

Within 30 days following the completion of construction of each maintenance dredging event, a post-construction seagrass survey shall be conducted following the same transect locations and methods that were established during the pre-construction survey in August 2006. If construction is completed prior to June 1, the post-construction survey shall be completed between June 1 and June 30. Areas identified as barren sand during the pre-construction survey do not need to be re-surveyed. Scientific divers shall visit all anchor locations that were positioned within the perimeter of a seagrass bed for the evaluation of potential anchor damage to seagrasses.

Within 60 days following the completion of the post-construction seagrass survey, a report (one electronic and one paper copy) shall be submitted to the Department documenting all signs of impact to the seagrass beds since the pre-construction survey (e.g., reduced perimeter, reduced density, sediment coverage and scouring), an approximate quantification of the extent of the impacts, and an evaluation of the likelihood that the listed impacts are attributable to the dredge operations.

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Impacts to seagrasses located outside of the maintenance dredging channel footprint are not authorized by this permit. The anchor drop points and identified pipeline corridor (within 5 meters from the centerline) shall be free of seagrass resources. Coordinates of all dredge anchor drop points shall be recorded using DGPS technology, accurate to one (1) meter. Unauthorized impacts to seagrasses shall require remediation and may be subject to further compensatory mitigation requirements. If the post-construction seagrass monitoring reveals that unintentional impacts to seagrasses have occurred as a result of project-related activities (e.g., anchoring impacts, pipeline impacts, sedimentation and/or burial impacts, side slope sloughing, propeller wash, etc.), the Corps shall submit a remediation / compensatory mitigation plan for Department approval. The plan shall be implemented following approval by the Department.

#### **Nearshore hardbottom**

Exposed nearshore and surf zone hard bottom in the project area consists of outcrops of coquina rock that are part of the Anastasia Formation. These outcrops are comprised of coquina shells, sand and calcareous limestone. Nearshore hardbottom outcrops are present within the beach fill area, extending approximately from DEP monuments R-13 to R-18.5. These hardbottom formations are located between 60 and 500 feet offshore in water depths of 3 to 12 feet (NGVD). Average vertical relief of this hardbottom is approximately 1.25 feet.

Prior to the first Jupiter/Carlin Beach Restoration Project in 1995, nearshore hardbottom exposure was temporally variable, ranging from 0.39 acres in 1983 to 17 acres in 1994. Post-construction monitoring of the beach restoration project indicated 5 acres of hardbottom were exposed in January 1997 and 3 to 4 acres were exposed in summer 2000. An artificial reef was constructed near R-23 to mitigate for the burial and indirect impacts to the nearshore hardbottom. As of July 2000, 3.5 acres of mitigation reef were documented.

The permit issued to Palm Beach County for the Jupiter/Carlin Beach Nourishment Project (Permit No. 0163093-001-JC) required verification that the projected toe of fill would not impact nearshore hardbottom communities beyond those which were previously impacted by the initial restoration project in 1995. The permit required submittal of aerial photography for three years after completion of the project in 2002. Palm Beach County was required to perform a comparison of historical aerials and graphical presentations of exposed hardbottom acreages with analysis of changes between the post-construction and three-year post-construction period, and to conduct a bathymetric monitoring program for a minimum of three years following completion of construction to verify that the projected toe of fill did not impact nearshore hardbottom communities beyond those which were previously impacted by the initial restoration project in 1995. The hardbottom analysis contained in the 36-month monitoring report prepared by Taylor Engineering (dated December 2006) suggests that the 2002 nourishment project did not cover any additional hardbottom as compared to the pre-nourishment condition in 2000. In

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2005, approximately 1.4 acres of nearshore hardbottom were exposed in the project area according to the aerial analysis.

#### Sea Turtles

Palm Beach County is located within the most densely populated nesting range for three species of sea turtles: the threatened loggerhead (*Caretta caretta*), endangered green (*Chelonia mydas*) and endangered leatherback sea turtles (*Dermochelys coriacea*) that regularly nest along the beaches of southeast Florida. Between 1998 and 2003, Palm Beach County supported approximately 18% of the overall nesting in Florida. Brevard County is the only county in Florida that supports a higher percentage of sea turtle nesting. Sea turtle nesting season in Palm Beach County generally extends from March 1 through November 30, with the main portion of the nesting season extending between May 1 and October 30.

A total of 11,893 and 13,327 sea turtle nests were recorded in 2004 and 2005, respectively, along the 42 miles of Palm Beach County shoreline included in the Florida Fish & Wildlife Conservation Commission's (FWC's) Florida Statewide Nesting Beach Survey. The distribution of nests among species in 2004 included 10,759 loggerhead sea turtles, 968 green sea turtles, and 166 leatherback sea turtles. In 2005, the distribution included 10,791 loggerhead sea turtles, 2,252 green sea turtles, and 284 leatherback sea turtles. Only false crawls have been recorded for Kemp's Ridley sea turtles (*Lepidochelys kempii*) in Palm Beach County. In 2004 and 2005, 283 and 317 sea turtle nests were laid per mile in Palm Beach County, respectively. The nesting density within the vicinity of the project area exceeded the County density in 2004 and 2005, with a nesting density of 459 and 622 nests per mile, respectively.

Along the Florida east coast, between 1995 and 2005, Palm Beach County had the second highest average nesting of loggerhead sea turtles with approximately 13,000 nests. In 2004, a total of 10,758 loggerhead sea turtle nests were laid in Palm Beach County for a density of 256 nests/mile. In 2005, a total of 10,791 nests were laid for a density of 257 nests/mile. Loggerhead sea turtles laid 637 nests in 2004 and 846 nests in 2005 along the beach between FDEP monuments R-13 and R-21. Countywide, there were more false crawls than nests by loggerhead sea turtles in 2004 and 2005 with 15,822 and 14,345 false crawls, respectively. Within the project area vicinity, there were 1,502 false crawls by loggerhead sea turtles in 2004 and 1,429 false crawls in 2005.

Palm Beach County had the second highest average green sea turtle nesting along the Florida east coast between 1995 and 2005, with slightly more than 1,000 nests/year. A total of 968 green turtle nests were laid in 2004 (23 nests/miles), and a total of 2,254 green sea turtle nests were laid in 2005 (54 nests/mile). There were 1,283 false crawls by green sea turtles in 2004, and 3,142 false crawls in 2005 in Palm Beach County. Between FDEP monuments R-13 and R-21, 41 green sea turtle nests were laid in 2004 and 57 nests were laid in 2005. Between

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FDEP monuments R-13 and R-21, there were 97 and 247 false crawls by green sea turtles in 2004 and 2005, respectively.

Palm Beach County had the highest average leatherback nesting along the Florida east coast from 1995 to 2005. In 2004, the total number of leatherback sea turtle nests in Palm Beach County was 166. In 2005, a total of 284 leatherback nests were laid in Palm Beach County. Leatherback nesting density was 4 nests/mile in 2004 and 7 nests/mile in 2005. Leatherback sea turtles made 25 false crawls in 2004 and 52 false crawls in 2005 in Palm Beach County. Between FDEP monuments R-13 and R-21, 20 leatherback sea turtle nests were laid in 2004, and 25 nests were laid in 2005. There were 3 false crawls recorded in the project area vicinity in 2004, and 8 false crawls in 2005.

The Florida Fish and Wildlife Conservation Commission's Bureau of Protected Species Management has reviewed the project and recommended specific permit conditions for the protection of adult nesting turtles, hatchlings, and foraging juvenile turtles in the draft permit. The draft permit conditions prohibit beach fill placement during the main portion of sea turtle nesting season (May 1 through October 31). Specific conditions such as daily monitoring for sea turtle nests (and nest relocation if necessary), escarpment surveys and leveling, lighting surveys, post-construction tilling, and reporting requirements are included in the draft permit.

The Corps does not have funding to conduct post-construction monitoring, particularly for maintenance dredging projects. Therefore, the Corps will coordinate with the local sponsor, the Florida Inland Navigation District (FIND), to negotiate an updated local sponsor agreement. Such an agreement will include monitoring for sand compaction, scarp formation, lighting, beach profile surveys, sea turtle nests and shorebirds.

#### **Shorebirds**

FWC has provided specific conditions in the draft permit for the protection of shorebirds. Shorebird nesting season is generally April 1 through September 1; however, some nesting may occur through September. Nesting season surveys shall begin on April 1 or 10 days prior to project commencement (including surveying activities and other pre-construction presence on the beach), whichever is later, and be conducted daily throughout the construction period or through August, whichever is earlier. Weekly surveys of the project site shall continue through August or through fledgling or loss of identified nests or hatchlings, whichever is later. Each shorebird species observed, a rough estimate of numbers of each species, the location of the birds, and their activity (e.g., foraging, resting, nesting, courtship behavior) shall be logged and reported to the FWC Regional Wildlife Diversity Conservation Biologist monthly. Additional protective measures for nesting shorebirds, such as buffer areas, are provided in the draft permit conditions. Shorebird surveys shall be conducted by trained, dedicated individuals (Shorebird Monitor) with proven shorebird identification skills and avian survey experience.

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The draft permit conditions also contain survey requirements for non-breeding shorebirds within the project area during the first year following project construction. Surveys for non-breeding shorebirds shall begin 14 days prior to construction commencement and be conducted once every 2 weeks for at least one year post-construction. Data collected during these surveys provide valuable information on the use of nourished beaches to shorebirds. Surveys for non-breeding shorebirds will include all potential shorebird habitat within the project area boundary.

#### **Marine Mammals**

The endangered West Indian manatee is known to occur in the vicinity of the project area. The FWC Imperiled Species Management Section reviewed the project and recommended standard manatee protection measures to minimize the possibility of injuries to manatees during dredging and disposal activities. In addition to the standard manatee protection measures, the FWC-ISMS included the requirement of a dedicated manatee observer when in-water work is being performed during the period between December 1 and March 31. This specific condition of the draft permit is necessary to satisfy the requirements of 373.414(1)(a) 2, F.S. The use of a dedicated observer provides additional protection beyond simply training crewmembers as observers because such individuals are often engaged in other activities that can distract from their ability to see the animals. The production of a log of endangered and other species sightings is useful to the aquatic preserve management in providing documented evidence of the aquatic life use of an area.

#### **B. Specific Regulatory Basis for Issuance**

Through the above and based on the general and specific conditions to the permit, the applicant has provided affirmative reasonable assurance that the construction of the activity, considering the direct, secondary and cumulative impacts, will comply with the provisions of Part IV of Chapter 373, F.S., and the rules adopted thereunder. Specifically, construction of the activity will not result in violations of water quality standards pursuant to Section 373.414(1), F.S., and set forth in Chapters 62-4, 62-302, 62-520, 62-522, and 62-550, F.A.C. and will not degrade ambient water quality in Outstanding Florida Waters pursuant to Rule 62-4.242, F.A.C. The applicant also has demonstrated that the construction of the activity is clearly in the public interest, pursuant to Paragraph 373.414(1), F.S.

Furthermore, after considering the merits of the proposal and any written objections from affected persons, the Department finds that on compliance with the permit conditions, the activities indicated in the project description are of such a nature that they will result in no significant adverse impacts to the sandy beaches of the state; are not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; will not interfere, except during construction, with the use by the public of any area of the beach seaward of mean high water; and are appropriately designed in accordance with Rule 62B-41, F.A.C.

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C. Specific Proprietary Basis for Issuance

Through the above and based on the general/limiting and specific conditions to the permit, the applicant has met all applicable requirements for proprietary authorizations to use sovereign submerged lands, pursuant to Article X, Section 11 of the Florida Constitution, Chapter(s) 253 and 258, F.S., associated Rule(s) 18-21 and 18-20, F.A.C., and the policies of the Board of Trustees. The applicant has provided reasonable assurance that the activity:

- (1) is clearly "in the public interest";
- (2) will maintain essentially natural conditions;
- (3) will not cause adverse impacts to fish and wildlife resources or public recreation or navigation; and
- (4) will not interfere with the riparian rights of adjacent property owners.

In addition, the project is consistent with the goals and objectives of the "Conceptual State Lands Management Plan" adopted by the Board of Trustees on March 17, 1981, and modified on March 15, 1983.

#### IV. PUBLICATION OF NOTICE

The Department has determined that the proposed activity, because of its size, potential effect on the environment or the public, controversial nature, or location, is likely to have a heightened public concern or likelihood of request for administrative proceedings. Therefore, pursuant to Section 373.413(4), F.S., and Paragraph 62-343.090(2)(k), F.A.C., you (the applicant) are required to publish at your own expense the enclosed notice of this Consolidated Notice of Intent to Issue. The notice is required to be published one time within 30 days, in the legal ad section of a newspaper of general circulation in the area affected. For the purpose of this rule, "publication in a newspaper of general circulation in the area affected" means publication in a newspaper meeting the requirements of Sections 50.011 and 50.031, F.S., in the county where the activity is to take place. The applicant shall provide proof of publication to:

Department of Environmental Protection  
Bureau of Beaches and Coastal Systems  
3900 Commonwealth Boulevard, Mail Station 300  
Tallahassee, Florida 32399-3000

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The proof of publication shall be provided to the above address within seven days of publication. Failure to publish the notice and provide proof of publication within the allotted time shall be grounds for denial of the permit and letter of consent to use sovereign submerged lands.

#### **V. RIGHTS OF AFFECTED PARTIES**

The Department will issue the permit (draft attached) letter of consent to use sovereign submerged lands unless a sufficient petition for an administrative hearing is timely filed pursuant to Sections 120.569 and 120.57, Florida Statutes, as provided below. The procedures for petitioning for a hearing are set forth below. Mediation under Section 120.573, F.S., is not available for this proceeding.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Because the administrative hearing process is designed to redetermine final agency action on the application, the filing of a petition for an administrative hearing may result in a modification of the permit or even a denial of the application.

Under Rule 62-110.106(4), Florida Administrative Code, a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

In the event that a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Any intervention will be only at the discretion of the presiding judge upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

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In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first.

Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same

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information as set forth above, as required by Rule 28-106.301, F.A.C. Under Sections 120.569(2)(c) and (d), F.S., a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

This intent to issue constitutes an order of the Department. The applicant has the right to seek judicial review of the order under Section 120.68, F.S., by the filing of a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Michael R. Barnett, P.E., Chief  
Bureau of Beaches and Coastal Systems

Copies furnished to:

Georgia Vince E.A., DEP, Southeast District  
Laura Herren, CAMA, South Indian River Aquatic Preserves (e)  
Robbin Trindell, FWC, ISMS  
Mary Duncan, FWC, ISMS  
Jeffrey Howe, USFWS (e)  
Matt Miller, USACE, CSAJ-PD-EA  
David Roach, Florida Inlet Navigation District  
Daniel Bates, PBC DERM  
Martin Seeling, E.A., BBSCS (e)

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Robert Brantly, P.E., BBCS (e)  
El Kromhout, BBCS (e)  
Mark Taynton, BBCS (e)  
BBCS File

**FILING AND ACKNOWLEDGMENT**

FILED, on this date with the designated Department Clerk, pursuant to Section 120.52,  
Florida Statutes, receipt of which is hereby acknowledged.

Jeannie Green      12/3/07  
Deputy Clerk      Date

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