

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

Meeting Date: May 19, 2009

(X) Consent

() Regular

() Ordinance

() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Contract No. 4600001764 with the South Florida Water Management District (District) for the Palm Beach County Delaware Scrub Restoration Phase II Project (Project), commencing upon execution of the contract, for a period of one (1) year, in an amount not to exceed \$225,000;

B) approve Budget Transfer of \$15,000 in the Natural Areas Fund from Reserves to the Environmental Resources Capital Fund Delaware Scrub Natural Area Project; and

C) approve Budget Amendment of \$240,000 in the Environmental Resources Capital Fund recognizing the contract revenue of \$225,000 and a transfer from the Natural Areas Fund of \$15,000 for the Delaware Scrub Natural Area Project;

D) authorize: the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this contract, and necessary minor amendments that do not change the scope of work or terms and conditions of this contract.

Summary: The Contract will provide \$225,000 of state funding, administered by the District on a reimbursement basis through the Loxahatchee River Preservation Initiative (LRPI), for the Delaware Scrub Restoration Phase II Project. The total project cost is estimated to be \$450,000. The County's cost share is \$225,000 and is provided from the Natural Areas Fund, a non-ad valorem source. The \$15,000 transfer for this item will increase existing budget to provide the remainder of the necessary 50% match. Phase II proposes to construct public use facilities on the natural area. These facilities include a parking lot, ADA compatible nature trail and boardwalk, hiking trail, informational kiosks and observation deck.

District 1 (SF)

Background and Justification: The Delaware Scrub Restoration Phase II Project is partially funded by a state appropriation through the LRPI. The Project will provide public access to the natural area. This access will provide educational opportunities to the public by allowing access to native flora and fauna and an up close look at Jones creek, a tributary of the historic Loxahatchee River.

Attachments:

1. Contract
2. Budget Transfer (1226)
3. Budget Amendment (3654)

Recommended by:


Department Director

4/28/09
Date

Approved by:


County Administrator

5/15/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012
Capital Expenditures	<u>\$450,000</u>	_____	_____	_____
Operating Costs	_____	_____	_____	_____
External Revenues	<u>(\$225,000)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$225,000</u>	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____

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

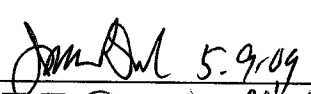

B. Recommended Sources of Funds/Summary of Fiscal Impact

Cost Share Agreement Number 4600001764 with South Florida Water Management District(LRPI) and Reserves in the Natural Areas Fund.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

 5.9.09
OFMB  5/12/09
Contract Administrator
E. Jones 5/11/09

B. Legal Sufficiency:


Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director



ORIGINAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT**

AGREEMENT NO. 4600001764

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is entered into as of the _____ by and between the South Florida Water Management District (**DISTRICT**) and Palm Beach County Board of County Commissioners (**COUNTY**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **COUNTY** for the Palm Beach County Delaware Scrub Restoration Project; and

WHEREAS, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT**, at its April 9, 2009 meeting, approved entering into this **AGREEMENT** with the **COUNTY**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **COUNTY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the project in support of the Palm Beach County Delaware Scrub Restoration Project.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of one (1) year.
3. The total **DISTRICT** contribution shall not exceed the amount of Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$225,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the

contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **COUNTY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **COUNTY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **COUNTY** shall cost share in the total amount of Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00) in conformity with the laws and regulations governing the **COUNTY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **COUNTY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **COUNTY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
7. The **COUNTY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **COUNTY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **COUNTY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **COUNTY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **COUNTY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **COUNTY** under this **AGREEMENT** shall be deemed to be the property of the **COUNTY** upon completion of this **AGREEMENT**. The **COUNTY** shall retain all ownership to tangible property.
9. The **COUNTY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **COUNTY** and the officers, employees, servants and agents thereof. The **COUNTY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **COUNTY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** shall include a provision whereby the **COUNTY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.
10. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **COUNTY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not

assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **COUNTY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.
16. The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **COUNTY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.

B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **COUNTY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **COUNTY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **COUNTY** as set forth in Exhibit "C". The **COUNTY** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **COUNTY's** financial and non-financial records to the extent necessary to monitor the **COUNTY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Bahram Charkhian, Project Manager
Telephone No. (561) 682-2284

Attn: Patrick Wiener, Contract Specialist
Telephone No. (561) 682-6220

Address:
P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS--ERM**

Attn: Angela Jeters, Project Manager
Telephone No. (561) 233-2467

Address:
Palm Beach County
Department of Environmental Resources
Management
2300 N. Jog Road--4th Floor
West Palm Beach, FL 33411-2743

19. **COUNTY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, **COUNTY** or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.

25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 – 24
 - (b) Exhibit "A" Statement of Work
 - (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____

Frank Hayden, Director of Procurement

SFWMD Procurement Approved

By: _____

Patricia Wiener

Date: _____

4-2-2009 sm

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

John F. Koons

Title _____

Chairman

17

Exhibit "A"

STATEMENT OF WORK

Palm Beach County

Department of Environmental Resources Management

Delaware Scrub Natural Area Restoration Phase II

Loxahatchee River Preservation Initiative

1. INTRODUCTION

Palm Beach County Department of Environmental Resources Management (ERM) in Partnership with the Town of Jupiter has purchased the Delaware Scrub property for preservation and restoration. This 15.80 acre parcel is located on Indiantown Road. The site consists of approximately 13 acres of upland scrub and 2 acres of wetlands. The wetland areas include a cypress dome and a portion of the shoreline to Jones Creek, a tributary of the Southwest Fork of the Loxahatchee River. The natural communities are mostly undisturbed except for the invasion of exotic vegetation. Management of the site will include removing exotics which will further the objective of restoring the wetlands on the site and the development of public use facilities.

Phase I of the restoration project began with the initial removal of exotic vegetation initiated in September of 2007. This included the manual removal of the upland exotics using herbicide and non-mechanical methods of removal. The second portion of phase I was completed during dry season conditions and included the mechanical removal of *Melaleuca* from the wetland. Follow up non-mechanical treatments will continue to be scheduled following the initial work.

Phase II of the restoration project will include the construction of public use facilities on site. Parking facilities and an ADA accessible trail and boardwalk will be constructed along with an observation deck with canoe tie up along Jones Creek. Informational kiosks will be erected at the trailhead and an observation platform.

2. OBJECTIVE

The construction of the public use facilities will allow members of the community to utilize the site for passive recreation purposes. The trail system will allow neighbors to enjoy the natural communities and their inhabitants and to have access to a tributary of the Loxahatchee River. The construction of the facilities will allow the site to be used as an outdoor classroom for local schools and students. The observation deck and associated canoe tie up will act as a resting stop for boaters of the Loxahatchee River system and affords an opportunity for those users to explore the terrestrial elements of the Loxahatchee River system. Visitors to the site will be able to observe firsthand the communities and species supported by the Loxahatchee River System. Members of the community will be afforded the opportunity to walk through the wetland community that bisects the site. This wetland is a remnant of the slough system that once supported the unique hydrological system of the river basin. Through educational brochures and kiosk signage visitors can learn about the different species and habitats that live and are supported by the river. 8

3. SCOPE OF WORK

Phase II of the Delaware Scrub Restoration Project plan will include construction of the public use facilities on the natural area. A 5-car, 1-bus parking lot will be constructed on the western end of the site. The parking lot will include an informational kiosk, bike racks and trailhead. The trail system will consist of a 1500-foot ADA accessible concrete trail, a 200-foot wood boardwalk and a 900-foot natural hiking trail. Finally, the trails will culminate at an observation platform overlooking Jones Creek. The observation deck will have a smaller informational kiosk, benches and a canoe tie-up post.

4. WORK BREAKDOWN STRUCTURE

Task 1: Project Permitting

Palm Beach County Environmental Resources Management (ERM) will be responsible for securing all appropriate permits for the project.

Deliverables: The County shall provide invoices and status reports on a quarterly basis, completing the project permitting by fall/winter of **2008**.

Task 2: Construction Bid Process

Palm Beach County Environmental Resources Management will prepare the bid documents and advertise for, receive and evaluate bids for construction of the public use facilities. An award will be made; contracts signed and notice to proceed given.

Deliverables: The County shall provide invoices and status reports on a quarterly basis, completing the construction bid process by spring/summer of **2009**.

Task 3: Construction 50% Completed

Palm Beach County Environmental Resources Management will implement and oversee construction by the selected contractor.

Deliverables: The County shall provide invoices on completion of approximately 50% of the construction phase. Status reports on a quarterly basis will also be provided.

Task 4: Construction 100% Completed

Palm Beach County Environmental Resources Management will implement and oversee construction by the selected contractor.

Deliverables: The County shall provide invoices on 100% completion of construction phase. Status reports on a quarterly basis will be provided until completion of the facilities construction phase of the project by winter of **2010**

5.0 The Final Report shall include the following information:

- Executive Summary
- Introduction (Background, Objectives of projects, maps, engineering drawing for facilities, information related to initial site visit including digital pictures)
- Duration of project (duration related to each phase)
- Copies of project permitting certification
- Construction bid process
- County's certification for completion of each phase of project

EXHIBIT "B"

A summary deliverable schedule for each task associated with this project is set forth below. The schedule is based on one year period (Please see table 1 below)

The County hereby agrees to provide the District all deliverables, data and information described in the statement of work in both written and electronic copies. Acceptability of all work shall be based on the judgment of the District that the work is technically credible, accurate, precise and timely.

The district shall review and forward, within fifteen (15) working days of receipt, recommended revisions (letter format) to each report for incorporating by the County into the final submission.

The County shall submit invoices in the fixed amounts listed in the schedule below (table 1). All invoices shall list the deliverables submitted to the District as set forth under tasks 1 through 4 of this contract. **Any failure to meet the District's acceptance criteria shall result in a refusal payment or a reduction of the quarterly payment that does not meet tasks that specified in sections 1 through 5 of SOW.**

Total payment by the District for all work completed herein shall not exceed the amount of \$225,000. All payments are subject to District fiscal year appropriations, including not Exceed \$225,000 for Fiscal year 2010.

If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of the AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary.

Table 1- PAYMENT AND DELIVERABLES SCHEDULE

Task	Deliverable	Due Date	PBC	LRPI SFWMD	TOTAL
Task 1	Project Permitting	December, 30 2008	\$20,000	0	\$20,000
Task 2	Construction Bid Process	November , 30 2009	\$10,000	\$10,000	\$20,000
Task 3	Construction -50% complete	December, 30 2009	\$97,500	\$107,500	\$205,000
Task 4	Construction – 100% Completed	February 28, 2010	\$97,500	\$107,500	\$205,000
TOTAL			\$225,000	\$225,000	\$450,000

2009 - 1013

BGEX - 380- 042309*1574

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 5/4/2009	REMAINING BALANCE
<u>Appropriations</u>								
380-3195 Reserves Natural Areas	9909 - Reserves Natural Areas	1,276,494	643,162	0	15,000	628,162	0	628,162
820-3290 Transfers	9367-Transfer to Fund 3654	0	7,917,682	15,000	0	7,932,682		7,932,682
				15,000	15,000			

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Bill Morris 4/28/09
Jim De 5-9-09
DL 5/6/09 *10* 5/5/09 *SW* 5/4/09

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF
May 19, 2009
Deputy Clerk to the
Board of County Commissioners

2009 - 10/14

BGEX - 380 - 042309*1573

BGRV - 380 - 042309*595

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3654 Environmental Capital Projects Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended 5/4/2009	REMAINING BALANCE
<u>REVENUES</u>								
800-9100 Transfers	8033 - Transfer from Fund 1226	0	7,917,682	15,000		7,932,682		
381-E407 Delaware Scrub Natural Area	3439- State Grant Other Physical Environ	0	0	225,000	0	225,000		
TOTAL RECEIPTS & BALANCES		0	15,686,307	240,000	0	15,926,307		
<u>EXPENDITURES</u>								
381-E407 Delaware Scrub Natural Area	6504 - IOTB Non Infrastructure	0	214,952	240,000	0	454,952	2,000	452,952
TOTAL APPROPRIATIONS & EXPENDITURES		0	15,686,307	240,000	0	15,924,307		

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Belt Miller 4/28/09
Jim D 5/09-09

5/6/09

5/6/09

5/5/09

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

5/19/09

Deputy Clerk to the
Board of County Commissioners