

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

Meeting Date:	January 13, 2015	(X) Consent	() Regular
		() Workshop	() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

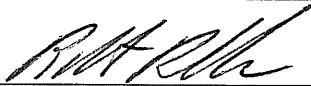
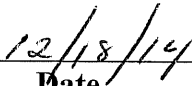
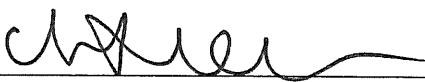
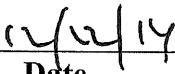
- A) approve** a Joint Participation Agreement with the Florida Department of Transportation (FDOT) in the amount not to exceed \$265,000 to reimburse the County for staff time and construction costs associated with a mangrove mitigation project along the Southern Boulevard Causeway expiring on June 30, 2017;
- B) adopt** a Resolution to authorize entering into an agreement as a requirement of FDOT;
- C) approve** a Budget Amendment of \$265,000 in the Environmental Enhancement Fund to recognize the revenues from the Agreement; and
- D) authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications and other documents associated with this Agreement and any necessary minor amendments to those documents that do not significantly change the scope of work or terms and conditions of this Agreement.

Summary: This Agreement will provide reimbursement funding to create an approximate one acre mangrove mitigation project located along the Southern Boulevard Causeway within the Town of Palm Beach. FDOT will fund up to be \$265,000 in construction and staff project management costs. An additional agreement with FDOT may be necessary if project costs exceed the estimate. District 7 (SF)

Background and Justification: In order to create onsite mangrove mitigation along the planned replacement of the Southern Boulevard Causeway bridges, FDOT staff have requested assistance from the County in designing, permitting and constructing a project along the FDOT right-of-way and a portion of the adjacent parcel owned by the National Audubon Society. All costs for this effort will be the responsibility of FDOT. Construction is expected to begin in late 2015.

Attachments:

- 1. Joint Participation Agreement
 - 2. Resolution
 - 3. Budget Amendment (1225)
-

Recommended by:		
	Department Director	Date
Approved by:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>265,000</u>	_____	_____	_____	_____
External Revenues	<u><265,000></u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Program _____

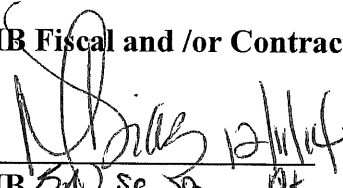
B. Recommended Sources of Funds/Summary of Fiscal Impact:
Florida Department of Transportation – CSFA 55.031

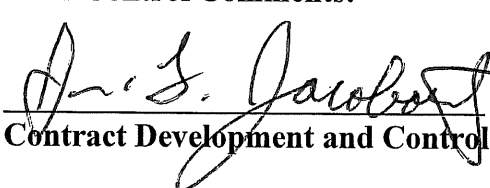
C. Department Fiscal Review:



III. REVIEW COMMENTS

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

 12/11/14
OFMB 510 se JB nk
12/9 12/10 12/10

 12/19/14
Contract Development and Control

B. Legal Sufficiency:

Anne Helbert 12-22-14
Assistant County Attorney

C. Other Department Review:

Department Director

Duns No.: 80-939-7102
CSFA No.: N/A

Contract No.: _____
FM Nos.: 419013-1-C8-01
FEID No.: VF-596-000-785

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT**

THIS Joint Participation Agreement (hereinafter referred to as "Agreement"), entered into this _____ day of _____, 20____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and PALM BEACH COUNTY located at 2300 N. JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY make certain improvements in connection with Financial Management (FM) Number 419013-1-C8-01 (Funded in Fiscal Year 2014/2015) for the design, permitting, and construction of Bingham Island and on DEPARTMENT right of way on SR-80 between MP 21.453 to MP 21.746 for mangrove mitigation to offset impacts caused by the Replacement of the SR-80/Southern Boulevard Bridge in Palm Beach County, Florida. Refer to **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof; and

WHEREAS, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as a the Project; and

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT and it would be more practical, expeditious, and economical for the COUNTY to perform such activities; and

WHEREAS, the COUNTY by Resolution No.: _____ on the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Mayor of its Board of Commissioners or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The COUNTY shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards. The COUNTY shall also be responsible for the administration and overall coordination required for the Project.
3. The COUNTY will apply for the Environmental Resource Permit (ERP) to perform mitigation services as needed. The Environmental Resource Permit shall be defined as a

document giving permission to an Agency or other entity to perform activities and/or services that could affect wetlands, alter surface water flows, or contribute to water pollution. As part of the ERP application, the COUNTY shall be responsible for coordination with the Bingham land owner and the Audubon Society for placement of a Conservation Easement over the completed Project. If for any reason the COUNTY cannot obtain permission for placement of a Conservation Easement over the Project then both parties hereby agree the COUNTY will contact the DEPARTMENT to ascertain the best possible method to move the Project forward. If the parties timely agree, in a period of no more than six months, to an alternative method to move the Project forward, the parties shall execute an amendment to this Agreement. If the parties cannot timely agree, in a period of no more than six months, to an alternative method to move the Project forward, this Agreement shall terminate for lack of purpose.

Upon approval of the proposed Project, the South Florida Water Management District (SFWMD) and Army Corp of Engineers (ACOE) will receive, process, and issue the ERP to the COUNTY.

4. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the COUNTY at no extra cost.
5. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the Project. The COUNTY will make best efforts to obtain the DEPARTMENT input in its decisions.
6. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until approval of Project as-builts by the permitting agencies and release of as much as 50% or more of mitigation credits are received by the DEPARTMENT from the permitting agencies or June 30, 2017, whichever occurs first. A subsequent Agreement shall be executed to cover monitoring and maintenance services by the COUNTY and thereby acquire the remaining mitigations credits.
7. The DEPARTMENT agrees to pay the COUNTY for the work described in **Exhibit A** of this Agreement. The cost of the work is estimated to be TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO CENTS (\$265,000.00). The DEPARTMENT will pay the COUNTY an amount not to exceed TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO CENTS (\$265,000.00) for actual costs incurred, as detailed in monthly progress reports. The COUNTY will invoice the DEPARTMENT in accordance with the provisions set forth in **Exhibit A**. The Project cost shall be expended in accordance with the Method of Compensation as set forth in the **Exhibit B** attached hereto and made a part hereof. Any Project cost in excess of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO CENTS (\$265,000.00), shall be the sole responsibility of and shall be paid by the COUNTY.

8. The COUNTY acknowledges and agrees that the DEPARTMENT's obligation to pay any sum set forth in this Agreement is contingent upon an annual appropriation by the Florida Legislature.
9. In the event Project costs and/or Project modifications increase or exceed the amount authorized in paragraph 6, the DEPARTMENT and the COUNTY shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the COUNTY and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs and/or Project modifications will be the sole responsibility of the COUNTY. In the event the Project's bid exceeds the DEPARTMENT'S official estimate of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO CENTS (\$265,000.00) and the DEPARTMENT and the COUNTY cannot mutually agree to the amount and distribution of the additional funding needed to award the contract, then the COUNTY shall have the option to either accept or reject all bids. The COUNTY must notify the DEPARTMENT of its intentions within five (5) business days of bid opening. If all bids are accepted, the COUNTY shall be responsible for the payment of any additional funding and shall continue to perform the necessary services required to complete the Project. However, if all bids are rejected by the COUNTY, both parties hereby agree that this Agreement shall be terminated and the payments for Milestone # 1 & #2 shall be remitted back to the DEPARTMENT, if already paid.
10. The COUNTY shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in **Exhibit B**, Deliverables, attached hereto and made apart hereof. The COUNTY will need written approval from the DEPARTMENT if deviating from the Deliverables set forth in **Exhibit B**.
11. The COUNTY will be reimbursed only for actual expenses incurred during the Agreement time period that are directly related to the Project as set forth in this Agreement. The COUNTY will submit a written progress report by the 15th day of each month attesting to the actual services performed. Upon completion, the COUNTY will notify the DEPARTMENT who will be responsible for verifying and accepting the services contemplated in this Agreement.
12. Invoices shall be submitted by the COUNTY, on a quarterly basis, in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B**. Deliverables must be received and accepted in writing by the COUNTY's Project Manager prior to payments.

Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 9 has been met.

13. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 day time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services and receipt of final cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
14. It is the intention of the parties that a subsequent Joint Participation Agreement (JPA) shall be developed to cover the monitoring and maintenance services. Upon the execution of this monitoring and maintenance JPA, the COUNTY shall be responsible for the post construction monitoring and maintenance and perpetual maintenance of the mangrove mitigated area pursuant to the conservation easement.
15. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
16. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the COUNTY, the DEPARTMENT has five (5) business days to inspect and approve the goods and services where business day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced, unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
20. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."
21. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
22. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

23. With respect to any of the COUNTY's agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The COUNTY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
24. The COUNTY / Vendor/ Contractor:
- a. shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the COUNTY/ Vendor/ Contractor during the term of the contract; and
 - b. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
25. In the event it becomes necessary for the DEPARTMENT or the COUNTY to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
26. This Agreement is governed by and construed in accordance with laws of the State of Florida.
27. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
28. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

29. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: David Bogardus
A second copy to: Office of the General Counsel

If to the COUNTY:

Palm Beach County
2300 N. Jog Road, 4th Floor West
West Palm Beach, FL 33411-2745
Attn: Carmen Vare
With a copy to: Attorney

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

PALM BEACH COUNTY, Florida, A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____
_____ day of _____, 20____

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:
SHARON R. BOCK

LEGAL REVIEW:

CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM

APPROVED:

BY: Anne Delgant
COUNTY ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ENGINEER

APPROVED AS TO TERMS AND CONDITIONS:

BY: [Signature]
DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT

EXHIBIT A
SCOPE OF SERVICES
FM # 419013-1-C8-01

This Project provides for mangrove mitigation at Bingham Island, needed for the DEPARTMENT’s bridge repair/replacement project in Palm Beach County:

Project	FM#	Fiscal Year	Amount
SR-80/Southern Boulevard Bridge	419013-1-C8-01	14/15	\$265,000.00

This bridge project requires mitigation for an anticipated mangrove wetland impacts as part of the process for obtaining state and federal permits. The COUNTY has identified an opportunity for obtaining approximately 1.06 acres of mangrove mitigation credits by removing exotic trees, scraping down the grade and planting mangrove trees within a segment of the DEPARTMENT’s right of way and a portion of the Bingham Island. Bingham Island is located on the SR-80/Southern Blvd. Causeway. The COUNTY agrees to provide staff support for planning, environmental permitting, contractor procurement, construction oversight and maintenance of the mangrove mitigation site for the DEPARTMENT. COUNTY staff will be responsible for all field surveys, project design, permitting, conservation easement, municipal approvals (where appropriate), contractor procurement, construction, and project management. The County shall be responsible for developing, submitting, and receiving final agency approval of the as-builts and time zero monitoring report.

The work to be performed pursuant to this Agreement is hereinafter referred to as a “Milestone.”

MILESTONE 1: PERMITTING and CONCEPTUAL DESIGN

The COUNTY shall perform the following services which include:

1. Complete all environmental resource surveys
2. Complete conceptual project plans for permitting (30% plans).
3. Coordinate work with the DEPARTMENT, the Audubon Society, and land owner.
4. Prepare and execute agreement between the COUNTY, the Audubon Society, and land owner for access and use of Bingham Island for DEPARTMENT wetland mitigation
5. Coordinate with the land owner and the Audubon Society regarding the placement of a conservation easement over the DEPARTMENT's mitigation area
6. Procure all regulatory permits and easements (if necessary) to perform this work

MILESTONE 2: FINAL DESIGN and BIDDING PHASE

The COUNTY shall perform the following services which include:

1. Topographic and geotechnical surveys
2. Construction feasibility and methodology
3. Project final design (100%)
4. Plans and specifications documents
5. Competitive bid process

MILESTONE 3: CONSTRUCTION and ENVIRONMENTAL COMPLIANCE

The COUNTY shall perform the following services which include:

1. Construction oversight and contract administration
2. Coordinate with the DEPARTMENT, Audubon Society, and land owner on all construction activities
3. Monthly construction progress reports
4. Creation of mangrove restoration project as detailed in the final contract plans and specifications
5. Prepare final signed and sealed project as-built
6. Environmental permitting compliance
7. Completion and acceptance of federal and state time-zero monitoring reports

Exhibit "B"

METHOD OF COMPENSATION & DELIVERABLES

The Department's total contribution for the design, permitting, and construction of the COUNTY's Bingham Island Mangrove Mitigation Project is an amount not to exceed Two Hundred Sixty Five Dollars (\$265,000.00) as subject to the provisions of this Agreement as follows:

MILESTONE # 1: PERMITTING and CONCEPTUAL DESIGN

The total Project cost for this Milestone is Fifty Thousand Dollars (**\$50,000.00**).

Prior to any request for payment for the work set forth in Milestone #1, as set forth in Exhibit A, the COUNTY must first deliver to the DEPARTMENT the following documents in a form satisfactory to the DEPARTMENT. The deliverables for Milestone # 1 are as follows:

- 1) Copy of all environmental resource surveys
- 2) Copy of executed Agreement between County, Audubon Society, and land owner for access and use of Bingham Island for DEPARTMENT wetland mitigation
- 3) Copy of approved conceptual restoration plans (30%) for Bingham Island
- 4) Copy of all environmental permits
- 5) Copy of conservation easement

MILESTONE # 2: FINAL DESIGN and BIDDING PHASE

The total Project cost for this Milestone is Fifty Thousand Dollars (**\$50,000.00**).

Prior to any request for payment for the work set forth in Milestone # 2, as set forth in Exhibit A, the COUNTY must first deliver to the DEPARTMENT the following documents in form satisfactory to the DEPARTMENT. The deliverables for Milestone # 2 are as follows:

- 1) 100% final design plans.
- 2) Specifications.
- 3) Cost estimates.

MILESTONE #3: CONSTRUCTION and ENVIRONMENTAL COMPLIANCE

The total Project cost for this Milestone is One Hundred Sixty Five Thousand Dollars (**\$165,000.00**).

Prior to any request for payment for the work set forth in Milestone #3, as set forth in Exhibit A, the COUNTY must first deliver to the DEPARTMENT the following documents in a form satisfactory to the DEPARTMENT. The deliverables for Milestone # 3 are as follows:

- 1) Monthly progress reports.
- 2) Copy of the final paid invoice from the Contractor.
- 3) Signed and sealed construction final as-builts approved by the regulatory agencies.
- 4) Copy of time-zero monitoring report and acceptance of report regulatory agencies.
- 5) Copy of mangrove mitigation ledger.

RESOLUTION NO. R-2015_____

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY,
FLORIDA APPROVING A JOINT PARTICIPATION
AGREEMENT WITH THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION FOR THE
CONSTRUCTION OF A MANGROVE MITIGATION
PROJECT.**

WHEREAS, the Florida Department of Transportation (FDOT) and Palm Beach County (County) are desirous to enter into a Joint Participation Agreement (JPA) for a proposed mitigation area along the Southern Boulevard Causeway; and

WHEREAS, the Project is identified as a wetlands restoration site within the Lake Worth Lagoon Management Plan; and

WHEREAS, through this Agreement, the County will accomplish the Project including design, planning, permitting, engineering, bidding and construction; and

WHEREAS, the improvements are in the best interest of both the County and FDOT and it would be more practical, expeditious, and economical for the County to perform such activities.

(Intentionally Left Blank)

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, that the following be established:

- 1. The recitations set forth herein above are true, accurate and correct, and are incorporated herein.
- 2. The Board of County Commissioners approves the JPA with FDOT and authorizes the Mayor to sign on behalf of the Board.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, was as follows:

- District 3: SHELLEY VANA, MAYOR _____
- District 5: MARY LOU BERGER, VICE MAYOR _____
- District 1: HAL R. VALECHE _____
- District 2: PAULETTE BURDICK _____
- District 4: STEVEN L. ABRAMS _____
- District 6: MELISSA MCKINLAY _____
- District 7: PRISCILLA A. TAYLOR _____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2015.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By Anne Helgenst
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By _____
Deputy Clerk

2015- 0253

BGEX - 380 -101514*112
BGRV - 380 -101514*21

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

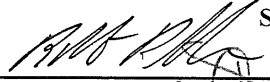
BUDGET AMENDMENT
Fund 1225 Environmental Enhancement Non-Specific

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended	REMAINING BALANCE
<u>REVENUES</u>							
380-3094 Southern Blvd Mangrove Mitigati 3439-State Grant Other Phys Envir	0	0	265,000		265,000	0	265,000
TOTAL RECEIPTS & BALANCES	4,852,791	4,852,791	265,000	0	5,117,791		
<u>EXPENDITURES</u>							
380-3094 Southern Blvd Mangrove Mitigati 3401- Other Contractual Services	0	0	265,000	0	265,000	0	265,000
TOTAL APPROPRIATIONS & EXPENDITURES	4,852,791	4,852,791	265,000	0	5,117,791		

Environmental Resources
Management

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

Signatures & Dates


L. Diaz 12/11/14

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF
January 13, 2015

Deputy Clerk to the
Board of County Commissioners