# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	June 2, 2015	(X) Consent ( ) Workshop	( ) Regular ( ) Public Hearing
Department Submitted I Submitted I		nmental Resources Man	nagement
Motion and Title: S		XECUTIVE BRIEF notion to:	

- A) approve a Joint Partnership Agreement with the Florida Department of Transportation (FDOT) in the amount not to exceed \$60,000 to reimburse the County for staff time and materials associated with monitoring and maintenance of a planned mitigation project along the Southern Boulevard Causeway. Agreement expires on or before June 30, 2019;
- B) adopt a Resolution to authorize entering into an agreement as a requirement of FDOT;
- C) approve a Budget Amendment of \$60,000 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 for services is associated with the monitoring and maintenance of a mangrove mitigation project along the Southern Boulevard Causeway. FDOT will provide up to \$60,000 to the County for this work. <u>District 7</u> (SF)

**Background and Justification:** On January 13, 2015, the BCC approved a Joint Partnership Agreement (R2015-0065) with FDOT to create onsite mangrove mitigation along the planned replacement of the Southern Boulevard Causeway bridges. This prior agreement provided reimbursement to the County of up to \$265,000 for 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.

FDOT staff have requested that the County provide the necessary monitoring and maintenance of the restored area upon completion of the project. The prepared agreement will provide for a reimbursement to the County of up to \$60,000 for time and materials to provide that service. The agreement will begin following the construction of the restoration project and will expire on or before June 30, 2019.

#### **Attachments:**

- 1. Joint Partnership Agreement (R2015-0065)
- 2. Joint Partnership Agreement
- 3. Resolution
- 4. Budget Amendment (1225)

Recommended by: RMM	5/20/10-
Department Director	Date
Approved by:	5/21/15
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	10,000	10,000	10,000	10,000	20,000
External Revenues Program Income (County) In-Kind Match (County)	<u>&lt;10,000&gt;</u> 	<10,000> 	<10,000>	<10,000> 	<20,000>
NET FISCAL IMPACT	0	0	0-	0-	0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren Budget Account No.:	Fund	Yes Department		No <u>X</u> Obj	ject
C. Department		ew: []/.iary EVIEW COMM			
A. OFMB Fisca	l and /or Co	ontract Dev. and	d Control Com	ıments:	
OFMB 5/13	2 / AK 5/13		tract Develope	Joul nent and Co wheeler	entrol 5/2
B. Legal Suffici	5	) nev			
C. Other Depar	·	-			

Attachment 1

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

R2015#0065

Contract No.: <u>ARR-96</u>
FM Nos.: 419013-1-C8-01
FEID No.: <u>VF-596-000-785</u>

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "Agreement"), entered into this 1745 day of FEGRIBRY 2015, 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.: 2-2015 - 0066 on the 13<sup>th</sup> day of January, 2015, 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.
- 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.
- 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

Page 1

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.

- 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.
- 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.

- 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.
- 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 a 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 15<sup>th</sup> 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 Statues.
- 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.

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.

#### The COUNTY / Vendor/ Contractor:

- 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.
- 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. R 2015 10065

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: Shelley Yana NAME: Shelley Vana TITLE: Mayor day of	BY: Sheep Company of Gerry O'REULY, P.E. DIRECTOR OF TRANSPORTATION	DEVELOPMENT
---------------------------------------------------------	---------------------------------------------------------------------	-------------

ATTEST: SHARON R. BOO CIRCUIT C

LEGAL REVIEW:

APPROVED AS TO FORM

APPROVED:

ROGRAM MANAGEMENT ENGINEER

APPROVED AS TO TERMS AND CONDITIONS:

DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT

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#### 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			
SR-80/Southern Boulevard Bridge	FM#	Fiscal Year	Amount
	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:

- Complete all environmental resource surveys 1.
- Complete conceptual project plans for permitting (30% plans). 2.
- Coordinate work with the DEPARTMENT, the Audubon Society, and land owner. 3. 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
- Coordinate with the DEPARTMENT, Audubon Society, and land owner on all construction activities
   Monthly construction
- 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
- 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.
- 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.
- Copy of mangrove mitigation ledger.

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STATE OF FLORIDA, COUNTY OF PALMIBEACE I, SHARON R BOCK, Clerk & Combindier certify this to be a new and correct com filed in my waste on .. st Wa<u>st</u> Palm Beach,

#### RESOLUTION NO. R-2015 0066

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.

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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	Abrams . W
moved its adoption. The motion was seconded by Commissioner	Berger
upon being put to a vote, was as follows:	, ar
District 3: SHELLEY VANA, MAYOR	Aye
District 5: MARY LOU BERGER, VICE MAYOR	Aye
District 1: HAL R. VALECHE	
District 2: PAULETTE BURDICK	Aye
District 4: STEVEN L. ABRAMS	Aye
District 6: MELISSA MCKINLAY	Aye
District 7: PRISCILLA A. TAYLOR	Aye
District / PRISCILLA A. TAYLOR	Aye
The Mayor thereupon declared the Resolution duly passed and a day of, 2015.	adopted this <u>13th</u>
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  PALM BEACH COUNTY BOARD OF COUNTY CO	, FLORIDA BY ITS
By Assistant County Attorney  Sharon R. Bock, Clerk & County Attorney  Deputy Clerk	Omptroller SC

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

#### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA

# BUDGET AMENDMENT Fund 1225 Environmental Enhancement Non-Specific

			Opecime	•				
ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended	REMAINING BALANCE	
REVENUES			W .				:	
380-3094 Southern Blvd Mangrove Mitigati 3439-State Grant Other Phys Envir FOTAL RECEIPTS & BALANCES	4,852,791	0 4,852,791	265,000 265,000	0	265,000 5,117,791	0	265,000	
EXPENDITURES								
80-3094 Southern Blvd Mangrove Mitigati 3401- Other Contractual Services	0	0	265,000	0	265,000	o	265,000	
OTAL APPROPRIATIONS & EXPENDITURES	4,852,791	4,852,791	265,000	0	5,117,791		203,000	
Environmental Resources  Management  INITIATING DEPARTMENT/DIVISION	AM KA	Signatures .	& Dates		BY BOARD O	F COUNTY COMMI	SSIONERS	
Administration/Budget Department Approval OFMB Department - Posted		Sona S			D	AT MEETING OF January 13, 2015 C. Leputy Clerk to the office of the original state of County Commission	NINTY COMMANDER OF THE PROPERTY OF THE PROPERT	

3.6.3.0



October 27, 2014

Carman N. Vare, Environmental Program Supervisor Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411

Dear Carmen,

I am writing this letter for Audubon Florida, as acting manager for the National Audubon Society, Inc., with regard to the Bingham Island Audubon Sanctuary, to express our agreement and permission to remove exotic vegetation and plant with natives along the north shore of the island in association with the Southern Boulevard right-of-way improvements. We look forward to working with the Palm Beach County staff and the Florida Department of Transportation relative to the long-term management of the restored area.

Please let me know if you have any questions. I anticipate working on this project with you and appreciate your cooperation.

Sincerely,

Ann Paul

Ann Paul, Regional Coordinator

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT

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, a political subdivision of the State of Florida, located at 2300 North Jog Road, West Palm Beach, Florida 33411, hereinafter referred to as the COUNTY.
WITNESSETH
WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY provide maintenance services in connection with Financial Management (FM) Number 419013-1-78-02 (Funded in Fiscal Year 2014/2015) for post construction monitoring and maintenance and perpetual maintenance in Palm Beach County, Florida. Refer to <b>Exhibit A</b> , Scope of Services, attached hereto and made of part hereof; and
WHEREAS, for purposes of this Agreement, post-construction monitoring and maintenance and perpetual maintenance as stated above are hereinafter referred to as the Project; and
WHEREAS, the Project is 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 adopted on
, 20, a copy of which is attached hereto and made a part hereof,
authorizes the proper officials 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 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.

- 4. 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's input in its decisions.
- 5. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or June 30, 2019, whichever occurs first.
- 6. The DEPARTMENT agrees to pay the COUNTY for services related to the Project as described in **Exhibit A.** The total DEPARTMENT's share towards this Project is an amount not to exceed SIXTY THOUSAND DOLLARS AND NO CENTS (\$60,000.00) for actual costs incurred as detailed in quarterly progress reports. In the event the actual cost of the Project exceeds the DEPARTMENT's participation of SIXTY THOUSAND DOLLARS AND NO CENTS (\$60,000.00), any additional cost shall be the sole responsibility of the COUNTY.
- 7. The COUNTY acknowledges and agrees that the DEPARTMENT'S obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
- 8. In the event the Project costs 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 will be the sole responsibility of the COUNTY.
- 9. 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 a made apart hereof. The COUNTY will need written approval from the DEPARTMENT, if deviating from the Deliverables set forth in **Exhibit B**.
- 10. The COUNTY will be reimbursed, on an annual basis, 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 written progress report by the 15<sup>th</sup> day of the month, following the end of each quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>) attesting to the actual services performed. Upon completion, the COUNTY will

- notify the DEPARTMENT's Project Manager or designee, who will be responsible for verifying and accepting the services contemplated in this Agreement.
- 11. Invoices shall be submitted by the COUNTY, on a annual 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.
- 12. 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.
- 13. 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.
- 14. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the AGENCY, 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.
- 15. 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.

- 16. 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.
- 17. 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.
- 18. 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 \$25,000.00 and which have a term for a period of more than 1 year."

- 19. The COUNTY will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for 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 the Agreement.
- 20. 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.

21. To the fullest extent permitted by law the COUNTY's contractor shall indemnify and hold harmless the COUNTY, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contract in performance of this contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the COUNTY's sovereign immunity.

22. To the fullest extent permitted by law the COUNTY's consultant shall indemnify and hold harmless the COUNTY, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the COUNTY's sovereign immunity.

#### 23. 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.
- 24. In the event it becomes necessary for the DEPARTMENT or 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.
- 25. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
- 26. 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.

- 27. 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.
- 28. 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, Project Manager A second copy to: Office of the General Counsel

#### If to the COUNTY:

Palm Beach County 2300 North Jog Road West Palm Beach, Florida 33411

Attn: Carman S. Vare

With A Copy to: County Attorney

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, this Agreem purposes specified herein. Authorization has been by Resolution No, he	ent is to be executed by the parties below for the en given to enter into and execute this Agreement reto attached.
PALM BEACH COUNTY, Florida, A Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BY:	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: 57 COUNTY ATTORNEY	BY:
APPROVED AS TO TERMS AND CONDITIO	NS:
BY: A M M DIRECTOR, ENVIRONMENTAL RESOURCE	S MANAGEMENT

# EXHIBIT "A" SCOPE OF SERVICES

The DEPARTMENT entered into an Agreement with the COUNTY for the design, permitting, and construction of a mangrove restoration Project on Bingham Island, located on the south side of the SR-80/Southern Boulevard Causeway in Palm Beach County. Restoration of Bingham Island by the COUNTY provides approximately 1.06 acres of advanced mangrove mitigation to offset anticipated wetland impacts caused by the replacement/repair of the referenced contract, the DEPARTMENT and the COUNTY agreed to enter into a subsequent Joint Participation Agreement (JPA) upon completion of construction and acceptance of the construction final as-builts and time zero-monitoring report by the regulatory agencies. This Agreement will provide funds to the COUNTY to perform the mitigation monitoring and maintenance program and perpetual maintenance on the Bingham Island mangrove restoration Project as stipulated in the Project permits.

The funds for the mitigation monitoring and maintenance program and perpetual maintenance on the Bingham Island mangrove restoration Project have been programmed as part of the replacement/repair of the SR-80/Southern Boulevard Bridge, in Palm Beach County.

Project	FM#	Fiscal Year	Amount
Southern Boulevard Bridge	419013-1-78-02	14/15	\$60,000

The COUNTY will be paid for actual costs incurred for said services upon submission of invoices to the DEPARTMENT. The work to be performed pursuant to this Agreement includes the following listed services:

#### POST-CONSTRUCTION MONITORING AND MAINTENANCE PROGRAM

The monitoring duties will include the submittal of annual reports to the regulatory agencies in accordance with the permitting requirements and provide a copy of the reports to the DEPARTMENT. The maintenance activities shall be at a frequency to maintain the Project below 5% coverage of exotic vegetation as per the permit conditions. The environmental permits require 5 years of post-construction monitoring and maintenance beginning upon the acceptance of the Project final construction as-builts and time-zero monitoring report from the regulatory agencies. This time period may be reduced by the agencies if the site performs above expectations for mangrove growth.

#### PERPETUAL MAINTENANCE

The COUNTY shall perform site maintenance in perpetuity upon completion and acceptance of the 5 year monitoring and maintenance program by the regulatory agencies. A payment shall be provided to the COUNTY for the perpetual maintenance upon approval of the Project and release of all mitigation credits from regulatory agencies.

#### **EXHIBIT B**

#### METHOD OF COMPENSATION & DELIVERABLES FM # 419013-1-78-02

The DEPARTMENT'S total contribution for the anticipated five (5) year monitoring and maintenance program and perpetual maintenance for the COUNTY'S Bingham Island mangrove restoration Project is an amount not to exceed SIXTY THOUSAND DOLLARS AND NO CENTS (\$60,000.00) as subject to the provisions of this Agreement as follows:

#### POST-CONSTRUCTION MONITORINGAND MAINTENANCE PROGRAM

The total Project cost for the post construction monitoring and maintenance program for the COUNTY'S Bingham Island mitigation Project will be in the amount not to exceed FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00).

Prior to any request for payment for the work set forth in Exhibit A, the COUNTY must first deliver to the DEPARTMENT the following documents in a form satisfactory to the DEPARTMENT. The wetland monitoring reports shall be delivered on an annual basis over a period of five years and payment shall be on an annual basis up to an amount not to exceed TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00). The deliverables are as follows:

- 1) A copy of the annual wetland monitoring and maintenance reports
- 2) A copy of acknowledgement of receipt and acceptance from regulatory agencies for monitoring reports

#### PERPETUAL MAINTENANCE

The total Project cost for the perpetual maintenance of the COUNTY'S Bingham Island mitigation Project will be in an amount not to exceed TEN THOUSAND DOLLARS AND NO CENTS (\$10,000.00).

Prior to any request for payment for the work 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 are as follows:

- 1) Letter from regulatory agencies with final approval and acceptance of the Project
- 2) Acceptance of perpetual maintenance by the regulatory agencies

#### 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 MONITORING AND MAINTENANCE OF THE MANGROVE MITIGATION PROJECT IN THE VICINITY OF THE SOUTHERN BOULEVARD CAUSEWAY.

WHEREAS, the Florida Department of Transportation (FDOT) and Palm Beach County (County) entered into a Joint Partnership Agreement (JPA) on February 17, 2015 (R2015-0675) for restoring a partially impacted area of mangroves along the Southern Boulevard Causeway to provide for future mangrove mitigation needs; and

WHEREAS, through this Agreement, the County would be reimbursed by FDOT for all work associated with this Project including design, planning, permitting, engineering, bidding and construction; and

WHEREAS, the Florida Department of Transportation (FDOT) and Palm Beach County (County) are desirous to enter into an additional JPA for providing the maintenance and 5 years of monitoring of this site as required by the permitting agencies; and

WHEREAS, this work is 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 offer	red by Commissioner	, who
moved its adoption. The motion was secon	nded by Commissioner	, and
upon being put to a vote, was as follows:		
District 3: SHELLEY VANA, MAYOR		
District 5: MARY LOU BERGER, VICE 1	MAYOR	
District 1: HAL R. VALECHE		
District 2: PAULETTE BURDICK		
District 4: STEVEN L. ABRAMS		_
District 6: MELISSA MCKINLAY	Action to the contract of the	
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	PALM BEACH COUNTY, FLORIDA B BOARD OF COUNTY COMMISSIONE	
	Sharon R. Bock, Clerk & Comptroller	
By 57	Ву	
Assistant County Attorney	Deputy Clerk	

BGEX - 380 -050815\*1283 BGRV - 380 -050815\*535

# 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 I	ENCUMBERED / Expended	REMAINING BALANCE
REVENUES							
380-3094 Southern Blvd Mangrove Mitigati 4399 - Other Physical Envir. Revenue	0	265,000	60,000		325,000	0	325,000
TOTAL RECEIPTS & BALANCES	4,852,791	6,869,015	60,000	0	6,929,015	J	323,000
<u>EXPENDITURES</u>							-
380-3094 Southern Blvd Mangrove Mitigatic 3401- Other Contractual Services	0	265,000	60,000	0	325,000	0	325,000
TOTAL APPROPRIATIONS & EXPENDITURES	4,852,791	6,869,015	60,000	0	6,929,015		
Environmental Resources  Management	00		es & Dates		BY BOARD	OF COUNTY COMM AT MEETING OF	ISSIONERS
INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted	Mer	ZM	_ 5/18/	15	Board	June 2,2015  Deputy Clerk to the  of County Commission	oners