

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>400,000</u>	_____	_____	_____	_____
External Revenues	<u><400,000></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: *S. Neary*

III. REVIEW COMMENTS

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

[Signature] 8/25/17 *[Signature]* 8/12/17
 OFMB 8/7/21 *[Signature]* 8/1/17 Contract Development and Control
[Signature] 8/1/17

B. Legal Sufficiency:

Anne Delgant 8/9/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT 1

DUNS No.: 80-939-7102
CSFA No.: n/a

Contract No.: ARR-96
FM No: 419013-1-C8-01
FEID No: VF-596-000-785

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY
JOINT PARTICIPATION AGREEMENT
AMENDMENT NUMBER TWO

THIS Amendment Number Two made and 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 North Jog Road, West Palm Beach, Florida 33411-2745, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, on February 17, 2015 the parties entered into a Joint Participation Agreement, hereinafter referred to as the Agreement, wherein the COUNTY agreed to provide certain improvements in connection with Financial Management (FM) Number 419013-1-C8-01 for mitigation to offset impacts caused by the Replacement of the SR80/ Southern Boulevard Bridge in Palm Beach County, Florida, hereinafter referred to as Project; and

WHEREAS, the parties amended the Agreement on February 22, 2017 (Amendment Number One); and

WHEREAS, the parties desire to further amend the Agreement; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Agreement dated February 17, 2015, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This Amendment shall modify the proposed mitigation Project to mitigation at Snook Island South as described in **Exhibit A**.
3. This amendment increases the total funding needed for the Construction of the Project by ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO CENTS (\$135,000.00). The funding is being increased due to a change in the scope of work needed to complete the design and construction of the Project. Paragraph 7 of the Agreement is amended to read as follows:

The DEPARTMENT agrees to pay the COUNTY for the work described in the amended Scope of Services, in **Exhibit A**, of this Amendment attached hereto and made apart hereof. The cost of the work is estimated to be FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00). The DEPARTMENT will pay the COUNTY and amount not to exceed FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00) for actual cost incurred, as detailed in monthly progress reports. The COUNTY will invoice the DEPARTMENT in accordance with the provisions set for the in **Exhibit A**, of this Amendment. The Project cost shall be expended in accordance with the amended Method of Compensation & Deliverables set forth in **Exhibit B**, of this Amendment attached hereto and made apart hereof.

4. NOTE: **Exhibit A** and **Exhibit B** of the Agreement are deleted in entirety and replaced with **Exhibit A** and **Exhibit B** of this Amendment.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered into of February 17, 2015 and amended on February 22, 2017, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

THIS SPACE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Amendment is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Amendment 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: Paulette Burdick
TITLE: Mayor
_____ day of _____, 20____

BY: _____
STACY L. MILLER, 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: _____
COUNTY ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: 

DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT

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

The Snook Island South project provides seagrass and mangrove mitigation credits to compensate for Southern Boulevard Bridge and future roadway & bridge construction project impacts to seagrass and mangroves in Palm Beach County.

Project	FM#	Fiscal Year	Amount
FDOT Bridge repair/replacement Projects in Palm Beach County	419013-1-C8-01	17/18	\$400,000.00

The DEPARTMENT requires mitigation for future mangrove and seagrass wetland impacts as part of the process for obtaining state and federal permits. The COUNTY has identified an opportunity for obtaining approximately 0.57 acres of mangrove mitigation credits and 0.63 acres of seagrass mitigation credits by constructing the final island in the FDOT Snook Island/Bryant Park Wetland Mitigation area. This area will encompass approximately 2.5 acres. Within this footprint will be approximately 0.57 acres of mangroves, 0.63 acres of seagrass recruitment area, 0.21 acres of riprap wave break, 0.36 acres of transition slope, and 0.46 acres of bird nesting berm. Snook Island South is located just north of the Lake Avenue Bridge along the west side of the Lake Worth Lagoon, adjacent to the City of Lake Worth Golf Course.

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 plans for permitting.
2. Procure FDEP permit modification for a time extension and design modification.
3. Procure USACE approval for the new project design.
4. Complete UMAM scoring.
5. Coordinate work with the DEPARTMENT and contractors and land owner.

MILESTONE 2: FINAL DESIGN and WORK ORDER PHASE

The COUNTY shall perform the following services which include:

1. Topographic and geotechnical surveys
2. Project final design (100%)
3. Plans and specifications documents
4. Work order

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 and land owner on all construction activities
3. Monthly construction progress reports
4. Creation of mangrove and seagrass 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 Snook Island South Mitigation Project is an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00) -as subject to the provisions of this Agreement as follows:

MILESTONE # 1: PERMITTING and CONCEPTUAL DESIGN

The total Project cost for this Milestone is Ten Thousand Dollars (**\$10,000.00**).

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 approved conceptual restoration plans for Snook Island south
- 3) Copy of all environmental permits
- 4) Copy of conservation easement

MILESTONE # 2: FINAL DESIGN and WORK ORDER PHASE

The total Project cost for this Milestone is Ten Thousand Dollars (**\$10,000.00**).

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 Three Hundred Eighty Thousand Dollars (**\$380,000.00**).

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 (includes copy of cancelled check).
- 3) Signed and sealed construction final as-builts approved by the regulatory agencies.
- 4) Copy of time-zero monitoring report and acceptance of report from regulatory agencies.
- 5) Copy of seagrass and mangrove mitigation credit ledger.

ATTACHMENT 2

RESOLUTION NO. R-2017_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA APPROVING AN AMENDMENT TO AN EXISTING JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A MANGROVE AND SEAGRASS 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 the proposed mitigation area at Snook Island Phase II; and

WHEREAS, the Project is a continuation of the existing Snook Island Natural Area that was initiated in 2005; 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 2: Paulette Burdick, Mayor _____
- District 6: Melissa McKinlay, Vice Mayor _____
- District 1: Hal R. Valeche _____
- District 3: Dave Kerner _____
- District 4: Steven L. Abrams _____
- District 5: Mary Lou Berger _____
- District 7: Mack Bernard _____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2017.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By _____
Assistant County Attorney

By _____
Deputy Clerk

2017

BGEX - 380 -071017*1500
 BGRV - 380 -071017*464

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 Cause Mangrove N 4399 - Other Physical Env. Rev	325,000	325,000		265,000	60,000		
380-E459 Snook Island Mangrove Mitigatio: 4399 - Other Physical Env. Rev	150,000	150,000	400,000		550,000		
TOTAL RECEIPTS & BALANCES	5,173,498	5,710,309	400,000	0	6,110,309		
<u>EXPENDITURES</u>							
380-E459 Snook Island Mangrove Mitigatio: 3401- Other Contractual Services	0	150,000	400,000	0	550,000	44,426	505,574
380-3094 Southern Blvd Cause Mangrove N 3401- Other Contractual Services	324,980	324,980		265,000	59,980	0	59,980
TOTAL APPROPRIATIONS & EXPENDITURES	5,173,498	5,710,309	400,000	265,000	5,845,309		

ATTACHMENT 3

Environmental Resources
 Management

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

Signatures & Dates



BY BOARD OF COUNTY COMMISSIONERS
 AT MEETING OF
 August 15, 2017
 Deputy Clerk to the
 Board of County Commissioners