

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	August 19, 2025	(X) Consent	() Regular
		() Workshop	() Public Hearing
Department:	<u>Environmental Resources Management</u>		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment Number Two (Amendment) to the State of Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) (Contract No. AS-881) for the State Road 7 (SR 7) Construction and Reconstruction Project from Okeechobee Blvd. to Northlake Blvd. (Project), to extend the JPA to December 31, 2029, unless the Project is completed at an earlier time as evidenced by the written acceptance of FDOT.

Summary: The Board of County Commissioners (BCC) approved the JPA on December 19, 2017 (R2017-1952); it was executed by FDOT on January 22, 2018. The JPA identifies Palm Beach County (County) and FDOT responsibilities related to the acquisition, preservation and maintenance of high quality wetlands and uplands within the unused portion of the SR 7 right of way to help satisfy Everglade snail kite mitigation requirements for the joint Project. Execution of JPA time extensions and minor amendments by the County Administrator were authorized in the Motion and Title of December 19, 2017, BCC Agenda Item 5C-1. The JPA was clarified by FDOT on September 21, 2020, and approved by the County Administrator on September 25, 2020. In May 2021, Amendment Number One (R2021-1147) was executed by the County Administrator to extend the term of the JPA to the earlier of June 30, 2025 or completion of the Project. However, successful completion of the required tasks has taken longer than expected. This Amendment will allow the County and FDOT sufficient time to complete the conservation easement task required by the JPA. All other provisions of the JPA, as clarified, remain the same. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. **There is no cost to the County.** Districts 1, 2 and 6 (SS)

Background and Justification: Permits related to the joint FDOT-County Project require mitigation for potential impacts to Everglade snail kites and wetlands within the proposed Project area. FDOT requested the County's assistance in acquiring, preserving and maintaining high quality wetlands and uplands within the unused portion of the SR 7 right of way to satisfy some of these mitigation requirements. In accordance with FDOT's request, the BCC adopted two (2) County resolutions (R2017-1949 and R2017-1950), the JPA and a related Memorandum of Agreement (MOA, R2017-1951) on December 19, 2017. Pursuant to the JPA and MOA, the County agreed to: 1) provide wetland mitigation credits for the Project at Pine Glades Natural Area; 2) accept title to FDOT-owned surplus lands to be used as mitigation for the Project; 3) acquire title to non-FDOT-owned surplus lands; 4) manage the surplus lands as mitigation for potential Everglade snail kite impacts; and 5) convey a conservation easement over the surplus lands, as required by the regulatory agencies.

Tasks 1 through 3 have been complete; Task 4 is ongoing. This Amendment will give the County and FDOT until December 31, 2029 to complete Task 5. The JPA may be terminated prior to December 31, 2029, upon successful completion of the required tasks and written acceptance of FDOT.

Attachments:

1. Amendment Number Two
2. Joint Participation Agreement (R2017-1952)
3. September 21, 2020 Clarification Letter
4. Motion and Title for December 19, 2017 BCC Agenda Item 5C-1
5. Amendment Number One (R2021-1147)

Recommended by:	<u>Michael Self</u>	<u>for</u>	<u>6/25/25</u>	SAS 6/10/25
	Department Director		Date	
Approved by:	<u>PW</u>		<u>7/8/25</u>	
	Deputy County Administrator		Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$0 _____	_____	_____	_____	_____
External Revenues	\$0 _____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$0 _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of state funds? Yes _____ No X

Budget Account No.:

Exp.: Fund 1226 Department 380 Unit 3162 Object 3401/6101 Program _____
Task X016 Sub Task NPIG Task Order 016

Rev.: Fund 1226 Department 380 Unit 3164 RSRC 4399 Program _____
Task X016 Sub Task NPIG Task Order _____

1. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

C. Department Fiscal Review:

SKing

III. REVIEW COMMENTS

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

Shirley M. Kuntz 7/2/2025 David S. Grubbs 7/3/25
OFMB DATA 7/2 Contract Development and Control 7/3/25

B. Legal Sufficiency:

HA 7/3/25
Assistant County Attorney

C. Other Department Review:

Department Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY

JOINT PARTICIPATION AGREEMENT
AMENDMENT NUMBER TWO

THIS Amendment was made and entered into this 30th day of May, 2025, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and PALM BEACH COUNTY, located at 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411 hereinafter called the COUNTY.

WITNESSETH

WHEREAS, on January 22, 2018, the parties entered into a Joint Participation Agreement, hereinafter referred to as "the Agreement," wherein the COUNTY agreed to provide mitigation services in connection with Financial Management (FM) Number 229664-2-C8-40 for the overall natural resources mitigation needs for SR-7 construction and reconstruction from Okeechobee Blvd. to Northlake Blvd. in Palm Beach County, Florida and hereinafter referred to as the "Project"; and

WHEREAS, the parties amended the Agreement on May 13, 2021 to extend the Agreement until the Project is completed or June 30, 2025, whichever occurs first; and

WHEREAS, at the COUNTY'S request, the parties herein agree to extend the Agreement end date; 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 the Agreement as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 5, of the Agreement, is amended to read:

Except as otherwise set forth herein, the Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project is completed as evidenced by the DEPARTMENT'S written acceptance or December 31, 2029, whichever occurs first.

All provisions, covenants, terms, and conditions of the Agreement, as originally set forth therein, which are not hereby expressly amended, modified, or clarified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by this Amendment.

IN WITNESS WHEREOF, this AMENDMENT is executed by the parties below for the purposes specified herein. Authorization for the COUNTY to enter into and execute this Amendment has been given by the Palm Beach County Board of County Commissioners, Agenda Item 5C1 approved on December 19, 2017, hereto attached as Exhibit 1.

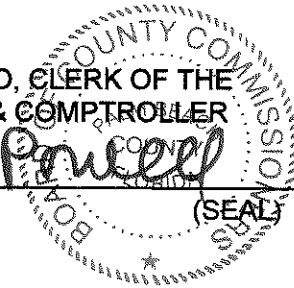
PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Verdenia C. Baker
VERDENIA C. BAKER
COUNTY ADMINISTRATOR
21st day of May, 2025

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: John P. Krane 05/30/2025 | 10:54 AM EDT
JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION
DEVELOPMENT
30th day of May, 2025

LEGAL REVIEW:
BY: Francine Steelman
FRANCINE STEELMAN
OFFICE OF THE GENERAL COUNSEL

ATTEST:
JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER
Shirley Powell
DEPUTY CLERK


APPROVED:

BY: Jessica Rubio Initial MR
DISTRICT PROGRAM MANAGEMENT
ADMINISTRATOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: /s/ Scott A. Stone 5/16/2025
SCOTT A. STONE DATE
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS:

By: Deborah Drum
DEBORAH DRUM, DIRECTOR
ENVIRONMENTAL RESOURCES
MANAGEMENT

Exhibit 1

MORE THAN 50 PAGES
AVAILABLE FOR REVIEW AT
MINUTES

Agenda Item **5C1**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 19, 2017 () Consent (X) 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) adopt a Resolution approving a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation (FDOT) for the FDOT mitigation project (Project) within the Loxahatchee Slough, Pond Cypress and Pine Glades Natural Areas in association with the extension of SR-7 from Okeechobee Blvd. northward to Northlake Blvd (SR-7 Extension);
- B) adopt a Resolution authorizing the Mayor to request the FDOT to convey surplus property to be utilized for the public purpose of providing environmental mitigation for the Everglades Snail Kite resulting from impacts associated with the SR-7 Extension;
- C) approve a Memorandum of Agreement (MOA) with the FDOT to establish that the County shall provide mitigation and maintenance services to fulfill the mitigation commitments associated with construction of the SR-7 Extension and for the FDOT to compensate for these services as provided in the JPA;
- D) approve a JPA with the FDOT for an amount not to exceed \$5,385,788 to be disbursed in three reimbursement payments over approximately three years for specific deliverables set forth in the JPA. The payments reimburse for staff time and land acquisition and management costs for maintaining mitigation areas in the Loxahatchee Slough, Pond Cypress, and Pine Glades Natural Areas consistent with the management practices of the Natural Areas Program and in accordance with the State and Federal permits for the SR-7 Extension;
- E) approve a Budget Amendment of \$2,000,000 which includes \$1,550,000 for land management and \$450,000 for land acquisition costs in FY 2018 in the Environmental Resources Natural Areas Fund (Fund 1226) to recognize the revenues from the FDOT through the JPA in FY2018; and

Continued on Page 3

Attachments:

1. Resolution for Joint Participation Agreement
2. Resolution requesting surplus State land
3. Joint Participation Agreement
4. Memorandum of Agreement
5. Budget Amendment (1226)

Recommended by: [Signature] Date: 12/15/17
Department Director
Approved by: [Signature] Date: 12/15/17
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$450,000				
Operating Costs	\$1,550,000	\$3,000,000	\$385,788		
External Revenues	(\$2,000,000)	(\$3,000,000)	(\$385,788)	()	()
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X

Does this Item include the use of federal funds? Yes No X

Budget Account No.:

Exp. Fund 1226 Department 380 Unit 3162 Object 3401 Program 14101
REV. 1226 - 380 - 3164 R/R 4399

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Florida Department of Transportation—Funds will be deposited in the Natural Areas Fund (Fund 1226) for land acquisition and management expenses required to maintain the mitigation areas in the Loxahatchee Slough, Pond Cypress, and Pine Glades Natural Areas.
Disbursement: FY 2018 \$2,000,000, FY 2019 \$3,000,000, proposed FY2020 \$385,788

C. Department Fiscal Review: L. Niang

III. REVIEW COMMENTS

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

Sgt. J. L. L. 12/17/17 J. S. J. 12/14/17
OFMB Contract Development and Control

B. Legal Sufficiency:

Anne Delgant 12-14-17
Assistant County Attorney

C. Other Department Review:

Department Director

continued from Page 1

F) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications and other documents associated with the MOA or JPA and any necessary minor amendments to the documents that do not substantially change the scope of work or terms and conditions of the MOA or JPA.

Summary: The MOA and JPA provide the necessary funding to implement the land acquisition and management activities listed in the Scope of Services (Exhibit A) of the JPA. These activities will maintain an area of the Loxahatchee Slough and Pond Cypress Natural Areas in the vicinity of the existing SR-7 right-of-way alignment, as well as provide mitigation in the Pine Glades Natural Area for wetland impacts from the SR-7 Extension. The mitigation and maintenance associated with the JPA constitute another perpetual obligation for the Natural Areas Program. FDOT funding reimburses staff costs for exotic vegetation and animal control, prescribed fire regimens, vegetation monitoring, and site security relative to the mitigation areas in perpetuity. There are no matching requirements. All anticipated costs associated with the FDOT mitigation work will be the responsibility of FDOT. Districts 1 and 6 (AH)

Background and Policy Issues: The SR-7 Extension requires mitigation for the impact to snail kites and the wetlands along the road right-of-way. FDOT requested assistance with maintaining the natural lands associated with SR-7 Extension to satisfy the permitting agencies' mitigation requirements. Fulfilling the terms of the JPA and MOA shall result in the County obtaining title to 213.76 acres of former SR7 right-of-way to be added to the Pond Cypress and Loxahatchee Slough Natural Areas and the necessary funds to maintain these lands in perpetuity in their native state. Additional funds shall be provided to maintain 42.48 wetland credits (approximately 713 acres) within the Pine Glades Natural Area as mitigation for wetland impacts associated with SR7 Extension. Funds will be dispersed upon submittal of an invoice to the FDOT in accordance with the methodology and deliverables stipulated in the JPA.

Attachment 2

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

Contract No.: AS-881
FM No.: 229664-2-C8-40
FEID No.: VF-596-000-785

R2017 1952
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "AGREEMENT"), entered into this 22nd day of January, 2018, 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, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY provide mitigation services in connection with Financial Management (FM) Number 229664-2-C8-40 (Funded in Fiscal Years 2018 through FY 2020) for the overall natural resources mitigation needs for SR-7 construction and reconstruction from Okeechobee Blvd. to Northlake Blvd. in Palm Beach County, Florida. Refer to **Figure 1**, Location Map and **Exhibit A**, Scope of Services, attached hereto and made of part hereof; and

WHEREAS, for purposes of this Agreement, the overall natural resources mitigation services as stated above are hereinafter referred to as the Project; and

WHEREAS, the DEPARTMENT is required to perform certain mitigation activities including transferring certain rights in 213.76 acres of right-of-way, hereinafter referred to as the Property Interest, to the COUNTY as mitigation for impacts to the endangered Everglades snail kite; and

WHEREAS, the DEPARTMENT is required to provide compensation for 42.48 mitigation credits to offset wetland impacts; and

WHEREAS, the Project is in the best interest of both the COUNTY and the DEPARTMENT and it would be more practical, expeditious, and economical for the COUNTY to perform the activities for the Project; and

WHEREAS, the COUNTY by Resolution No. R2017 1949 dated DEC 19 2017, a copy of which is attached hereto and made a part hereof, authorizes the Mayor of its board of Commissioners 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 not be responsible for any claims related to the Project prior to execution of this Agreement. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the Project that occur after execution of the Agreement. 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, 2021, whichever occurs first.
6. The DEPARTMENT agrees to pay the COUNTY for services as described in **Exhibit A** and for the required wetland mitigation credits. The total amount of this Agreement is expected to be funded by multiple appropriations. The total DEPARTMENT's share towards this Project is an amount not to exceed FIVE MILLION THREE HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED EIGHTY EIGHT DOLLARS AND NO CENTS (\$5,385,788.00). However, currently only FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) of the total amount has been programmed. Therefore, it is agreed that the County will not be obligated to perform services or incur costs which would result in exceeding the funding currently programmed, nor will the Department be obligated to reimburse the County for costs in excess of the currently programmed amount. The remaining THREE HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED EIGHTY EIGHT DOLLARS AND NO CENTS (\$385,788.00) will be programmed in Fiscal Year 2020. Payment will be made to the COUNTY based on the deliverables set forth in **Exhibit B**, attached hereto and made a part hereof, when they are received by the DEPARTMENT. See table below for funding allocation and specifications for payment:

Financial Management Number 229664-2-C8-40		
FY Available	Description/ Service (Deliverable)	Amount
2018	Wetland Mitigation Credits (Deliverable #1)	\$2,000,000.00
2019	Property Transfer and Perpetual Maintenance (Deliverable # 2)	\$3,000,000.00
2020 (Contingent on provision # 7 below)	TIFF vs. FDOT Rangeline (Deliverable # 3)	\$385,788.00

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. The COUNTY shall be responsible for the perpetual maintenance of the area known as the "Rangeline", as described in **Figure 2**. In addition to the foregoing, the DEPARTMENT and the COUNTY shall comply with the provisions set forth in the Memorandum of Agreement (MOA), which is attached hereto and made a part hereof as **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
9. 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 this 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.
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**. The COUNTY will need written approval from the DEPARTMENT, if deviating from the Deliverables set forth in **Exhibit B**.
11. Invoices shall be submitted by the COUNTY 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 DEPARTMENT'S Project Manager prior to payment.

Supporting documentation must establish that the deliverables were concurred with 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 10 has been met.

12. There shall be no reimbursement for travel expenses under this Agreement.
13. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Deliverables shown in **Exhibit B**. 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 services and receipt of final cost documentation and proper submission of a detailed invoice and when the deliverables have been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
14. Payment shall be made only after receipt and approval of the deliverables set forth in Exhibit B unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
15. The COUNTY agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
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.
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 Agreement 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."

21. 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.
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. The COUNTY agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants who perform with in connection with this Agreement

To the fullest extent permitted by law the COUNTY's contractor shall indemnify and hold harmless the COUNTY, 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 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.

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 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 the 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 Agreement 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 Agreement. 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: Fausto Gomez, Project Manager
A second copy to: Office of the General Counsel

If to the COUNTY:

Palm Beach County
Environmental Resources Management (ERM)
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411
Attn: Rob Robbins, Director
With A Copy to: ERM's County Attorney
301 N. Olive Ave., Suite 601
West Palm Beach, Florida 33401

30. Exhibits/Attachments:
Exhibit A – Scope of Services
Exhibit B – Deliverables
Exhibit C – Memorandum of Agreement
Figure 1 – Location Map
Figure 2 – Rangeline Segments

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. R2017 1949, hereto attached.

R2017 1952

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Melissa McKinlay
NAME: Melissa McKinlay
TITLE: Mayor
____ day of DEC 19 2017 20

BY: [Signature]
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:
SHARON R. BOCK

LEGAL REVIEW:

[Signature]
CLERK & COMPTROLLER (SEAL)
CIRCUIT COURT Deputy Clerk

BY: [Signature]
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM

APPROVED:

BY: Anne Helgert
ASSISTANT COUNTY ATTORNEY

BY: [Signature]
DISTRICT PROGRAM MGMT ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: [Signature]
DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT

EXHIBIT A SCOPE OF SERVICES

The County through its Department of Environmental Resources Management will provide mitigation services for the referenced Project in accordance with the maintenance management guidelines used for Palm Beach County Natural Areas. Management activities include, but are not limited to the following:

- Removal of exotic vegetation
- Burn regimen
- Monitoring of vegetation
- Trapping and removal of exotic fauna and/or feral domestic animals
- Security and Law Enforcement pursuant to all State and Federal laws and the Palm Beach County Natural Areas Ordinance.
- Administrative tasks and oversight

EXHIBIT B DELIVERABLES

The following are the deliverables for the Project. The DEPARTMENT shall not release payment until the deliverables are accepted in writing by the DEPARTMENT.

1. Proof of the dedication of 42.48 credits for wetland mitigation at the Pine Glades Natural Area. **(FY 2018)**
2. Written acceptance of the conveyance of the approximately 170.59 acres of FDOT Right of Way (ROW) along the “Rangeline” as depicted in **Figure 2. (FY 2019)**
3. Proof of acquisition of the approximately 43.17 acres of property along the “Rangeline”, currently held by the Trustees of the Internal Improvement Fund (TIIF); as depicted in **Figure 2. (FY 2020)**

EXHIBIT C

**MEMORANDUM OF AGREEMENT
WITH PALM BEACH COUNTY**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF TRANSPORTATION
AND
PALM BEACH COUNTY**

THIS Memorandum of 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 North Jog Road, West Palm Beach, Florida 33411, hereinafter referred to as the COUNTY,

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are considered the PARTIES for purposes of this AGREEMENT, and

WHEREAS, the DEPARTMENT has a project for the extension of S.R. 7 to Northlake Boulevard (Project FM # 229664-2); and

WHEREAS, the DEPARTMENT completed a Project Development and Environment (PD&E) Study which evaluated alternatives for the construction of a corridor extension of State Road (SR) 7 in Palm Beach County, from Okeechobee Boulevard (SR 704) to Northlake Boulevard, a distance of approximately 8.5 miles, as depicted on the Location Map attached and incorporated herein as **Figure 1** and hereinafter referred to as the PROJECT, and

WHEREAS, in 1948 and 1952 the DEPARTMENT was deeded the right of way corridor along the Section Range Line, which begins at Okeechobee Boulevard (SR 704) and extends to the north of the Bee Line Highway (SR 786), as depicted on **Figure 2**, an area totaling 170.592 acres,

WHEREAS, in 1942 the DEPARTMENT was granted an easement for transportation purposes from the Trustees of the Internal Improvement Trust Fund (TIITF) over parcels totaling 43.17 acres, along the Range Line extending north of SR 786 (PGA Boulevard) as depicted on **Figure 2**, and

WHEREAS, the U.S. FISH AND WILDLIFE SERVICE (USFWS) has indicated that the proposed PROJECT may create direct and indirect impacts to the Federally-endangered Everglades Snail Kite (*Rostrhamus sociabilis*), (Snail Kite) if not otherwise addressed, and

WHEREAS, to minimize the PROJECT'S adverse effects to the Snail Kite, the DEPARTMENT proposes to provide certain property rights of 213.762 acres of suitable Snail Kite habitat located along the Range Line from SR 704/Okeechobee Boulevard to the M-Canal, and Northlake Boulevard to Jupiter Farms (**Figure 2**). Certain rights to the 213.762 acres along the Range Line (hereinafter referred to as the **Property Interest**) will be transferred to the COUNTY and placed under conservation restrictions pursuant to Section 704.06 (2), F.S., and listing the USFWS as

having third party rights (i.e., the ability to ensure the conservation restrictions are enforced). The COUNTY will maintain the Property Interest in perpetuity as habitat for the Everglades Snail Kite, and

WHEREAS, the COUNTY has by Resolution No. RXXX-2018 authorized the request of the transfer of the Property Interest for conservation mitigation purposes and this transfer is mutually agreed upon as being in the best interest of the DEPARTMENT and the COUNTY, and

WHEREAS, the DEPARTMENT will provide to the COUNTY, via a Joint Participation Agreement (JPA), a payment to provide for the mitigation services for the PROJECT including the Property Interest and wetland mitigation credits at Pine Glades Natural Area, and

NOW, THEREFORE, THIS INDENTURE WITNESSETH: in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and the DEPARTMENT agree as set forth below:

This AGREEMENT sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide. The commencement of jurisdictional and maintenance responsibilities of COUNTY is the date of the execution of the Property Interest transfer by the Department.

1. Purpose of this Agreement. The purpose of this AGREEMENT is for the COUNTY to provide overall natural resources mitigation services associated with the Project and to maintain the property transferred to the COUNTY to fulfill the DEPARTMENT's commitments associated with the construction of the PROJECT and for the DEPARTMENT to compensate the COUNTY as provided in the JPA (Exhibit "A"). This will fulfill the requirements set forth by the USFWS in the Biological Opinion, dated November 13, 2014.

- a) It is understood by the Parties that payment will not occur until the deliverables described in Exhibit "B" (the transfer of the Property Interest) have been received and accepted by the Department.
- b) Management activities within the transferred Property Interest will follow the COUNTY's plan for maintenance and management of Palm Beach County Natural Areas.

In that time is of the essence, the DEPARTMENT shall take steps immediately to subject the property to conservation restrictions. It is understood by the Parties that construction of the PROJECT cannot commence until the subject Property Interest is placed under perpetual conservation restrictions. A copy of the signed deed containing the conservation restrictions will be provided to the USFWS prior to construction.

- d) The COUNTY accepts all responsibility for the subject Property Interest and for all maintenance required to maintain and abide by the conservation restrictions from the

date of execution of this AGREEMENT. The COUNTY shall not be liable for any claims related to the Property Interest prior to execution of this AGREEMENT.

- e) The DEPARTMENT gives up and the COUNTY accepts all rights and obligations to the subject Property Interest as conditioned upon 1(a), above.
2. Term and Effective Date. This AGREEMENT shall commence upon execution by the PARTIES (the "Effective Date") and shall continue in effect and be binding on the PARTIES until the PROJECT is completed and payment is received pursuant to the JPA, attached as Exhibit "A", by the COUNTY as evidenced by the written acceptance by the COUNTY, unless said AGREEMENT is extended or earlier terminated.
3. Responsibilities of the DEPARTMENT.
- A. The DEPARTMENT shall make all previous studies, maps, drawings, surveys and other data and information pertaining to the PROJECT available to the COUNTY upon request.
 - B. The DEPARTMENT shall convey the property to the COUNTY restricting the use for conservation purposes.
4. Responsibilities of the COUNTY.
- A. The COUNTY shall assume the long-term management responsibilities of the transferred Property Interest and maintain the Property Interest as habitat for the Snail Kite.
 - B. Subsequent to the transfer of the Property Interest to the COUNTY, the COUNTY shall be solely responsible for assuring that the maintenance activities for the Property Interest area complies with all applicable federal, state, and local laws, rules, regulations, guidelines and standards.
 - C. The COUNTY shall take necessary action to restrict the THTF parcel for mitigation purposes.
5. Enforcement Costs. In the event it becomes necessary for a PARTY to institute suit for the enforcement of the provisions of this AGREEMENT, each PARTY shall be responsible to pay its own attorney fees and court costs.
6. Assignment and Transfer. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstance without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.

7. Notice. Any or all notices 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 delivered to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation – District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Stacey Miller, Director of Transportation Development
With a copy to: Lynn Kelley
A second copy to: District General Counsel

If to the COUNTY ERM:

Palm Beach County Department of Environmental Resources Management
2300 North Jog Road
West Palm Beach, Florida 33411-2743
Attn: Robert Robbins, Director

Palm Beach County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401
Attn: ERM's Assistant County Attorney

8. Records. Records related to this AGREEMENT shall be maintained by the PARTIES and made available upon request at all times during the period of this AGREEMENT and for five (5) years after final payments made or after termination as otherwise provided herein. Copies of these documents and records shall be furnished to a PARTY upon request. Records that must be maintained include but are not limited to general accounting records and the PROJECT records, together with supporting documents, records of all contractors and subcontractors performing work on the PROJECT, and all other records of the PARTIES or any contractor or subcontractor necessary for a proper audit.
9. Indemnification. Each PARTY shall be liable for its own actions and negligence, and to the extent allowed by the Laws of Florida.
10. Termination. This Agreement is dependent upon the issuance of applicable environmental permits for the project. If any permitting agency determines that the project is not able to be permitted, then this Agreement will be null and void. In such case, FDOT will maintain ownership of the Property Interest, there will be no transfer of the property and no funds will be due to the COUNTY. If any PARTY fails to fulfill its obligations under this AGREEMENT

in a timely and proper manner, any other PARTY shall give written notice of any deficiency. The PARTY in default shall then have sixty (60) calendar days from receipt of notice to correct the deficiency. If the defaulting PARTY fails to correct the deficiency within this time, the non-defaulting PARTY shall have the option to terminate this AGREEMENT at the expiration of the sixty (60) day time period. Notwithstanding any other provision of this AGREEMENT, each PARTY shall be entitled to all remedies that are available to the non-defaulting PARTY under law and/or equity.

11. Non-Discrimination. The PARTIES hereby assure that no person shall be excluded on the grounds of race, color, religion, sex, national origin, age or disability from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this AGREEMENT.
12. Relationship Between the PARTIES. The PARTIES shall be considered independent contractors, and no PARTY shall be considered an employee or agent of any other PARTY. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent contractor between the PARTIES and their respective employees, agents, subcontractors, or assigns during or after the performance of this AGREEMENT.
13. Beneficiaries of Agreement. It is the intent and understanding of the PARTIES that this AGREEMENT is solely for the benefit of the PARTIES and for the Department to satisfy the USFWS Biological Opinion dated November 13, 2014.
14. Non-Waiver. Failure(s) to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by a PARTY, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other PARTY from performing any subsequent obligations strictly in accordance with the terms of this AGREEMENT. No waiver shall be effective unless in writing and signed by the PARTY against whom enforcement is sought. Such waiver shall be limited to provisions of this AGREEMENT specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
15. Severability. Should any term or provision of this AGREEMENT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this AGREEMENT, to the extent that the AGREEMENT shall remain operable, enforceable and in full force and effect to the extent permitted by law.

16. Non-Exclusivity of Remedies. No remedy herein conferred upon any PARTY is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any PARTY of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. Construction of Agreement.

A. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this AGREEMENT or any provision hereto.

B. This AGREEMENT shall be construed without regard to any presumption or other rule requiring construction against the PARTY causing this AGREEMENT to be drafted.

C. In the event any provision of this AGREEMENT conflicts, or appears to conflict with any other provision of this AGREEMENT, the AGREEMENT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any such conflict or inconsistency.

18. Exhibits. The Exhibits referred to and attached to this AGREEMENT are incorporated herein in full by this reference.

19. Amendments. This AGREEMENT may only be amended by written agreement executed by all of the PARTIES hereto with the same formality used to execute this AGREEMENT.

20. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the PARTIES agree that there are no commitments, agreements or understandings concerning the subject matter of the 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.

21. 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 for work on this PROJECT during the term of this AGREEMENT; and

- b. shall expressly require any subcontractors performing work or providing services pursuant to this AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired for work on this PROJECT by the subcontractor during the term of this AGREEMENT.

22. LIST OF EXHIBITS/ATTACHMENTS

- Figure 1 – Project Location Map
- Figure 2 – Location Map of Range Line Segments
- Exhibit A – JPA between the Department and COUNTY
- Exhibit B – Deliverables related to the JPA

(Remainder of page has been intentionally left blank.)

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!!

IN WITNESS WHEREOF, this AGREEMENT is to be executed by the parties below for the purposes specified herein.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

APPROVED: (AS TO FORM)

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION
DEVELOPMENT

BY: _____
OFFICE OF THE GENERAL COUNSEL

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
FOR ITS BOARD OF COUNTY
COMMISSIONERS

BY: _____
DEPUTY CLERK

BY: _____
MELISSA McKINLAY, MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

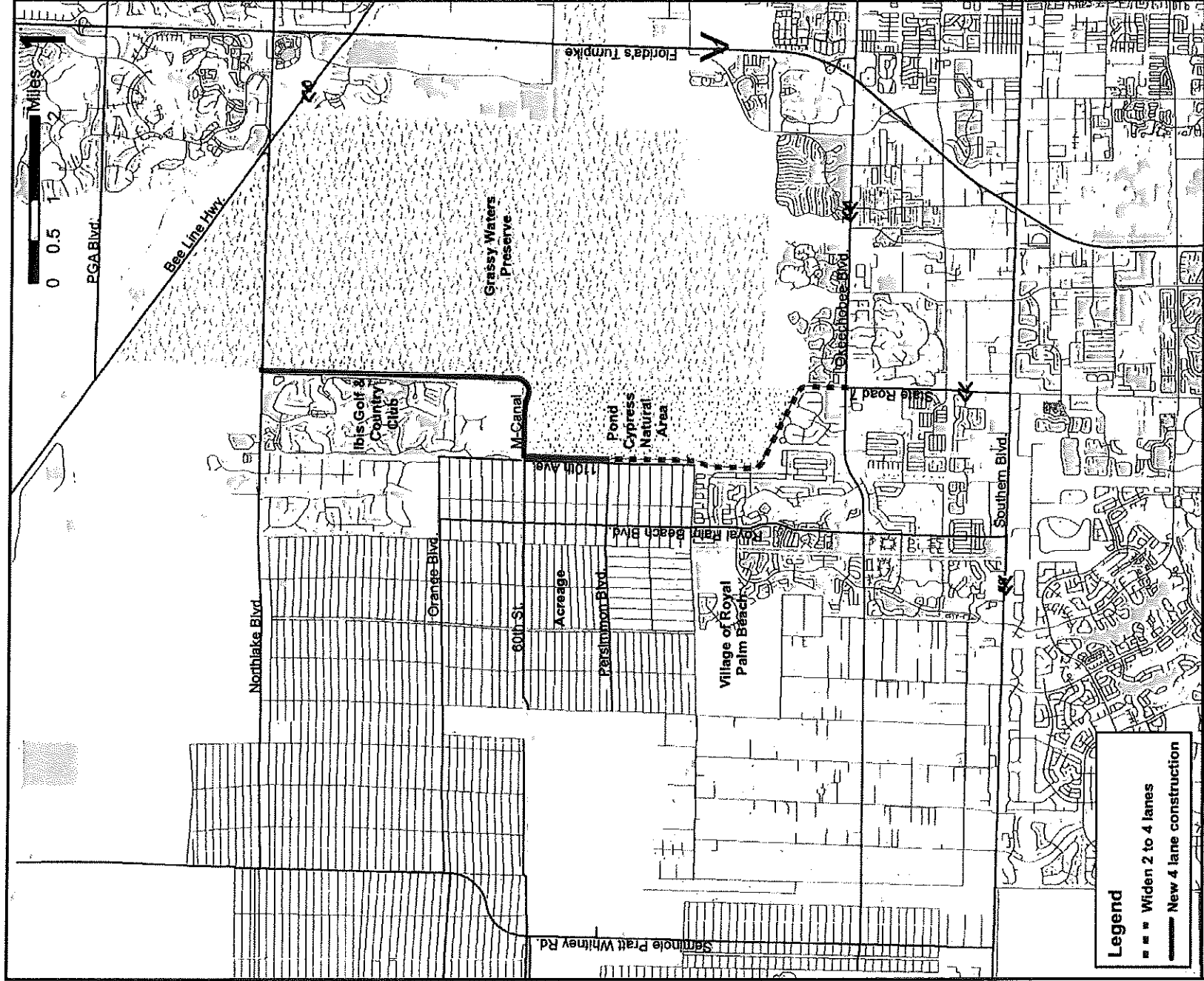
APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
ASSISTANT COUNTY ATTORNEY

BY: _____
ROBERT ROBBINS, DIRECTOR,
ENVIRONMENTAL RESOURCES
MANAGEMENT

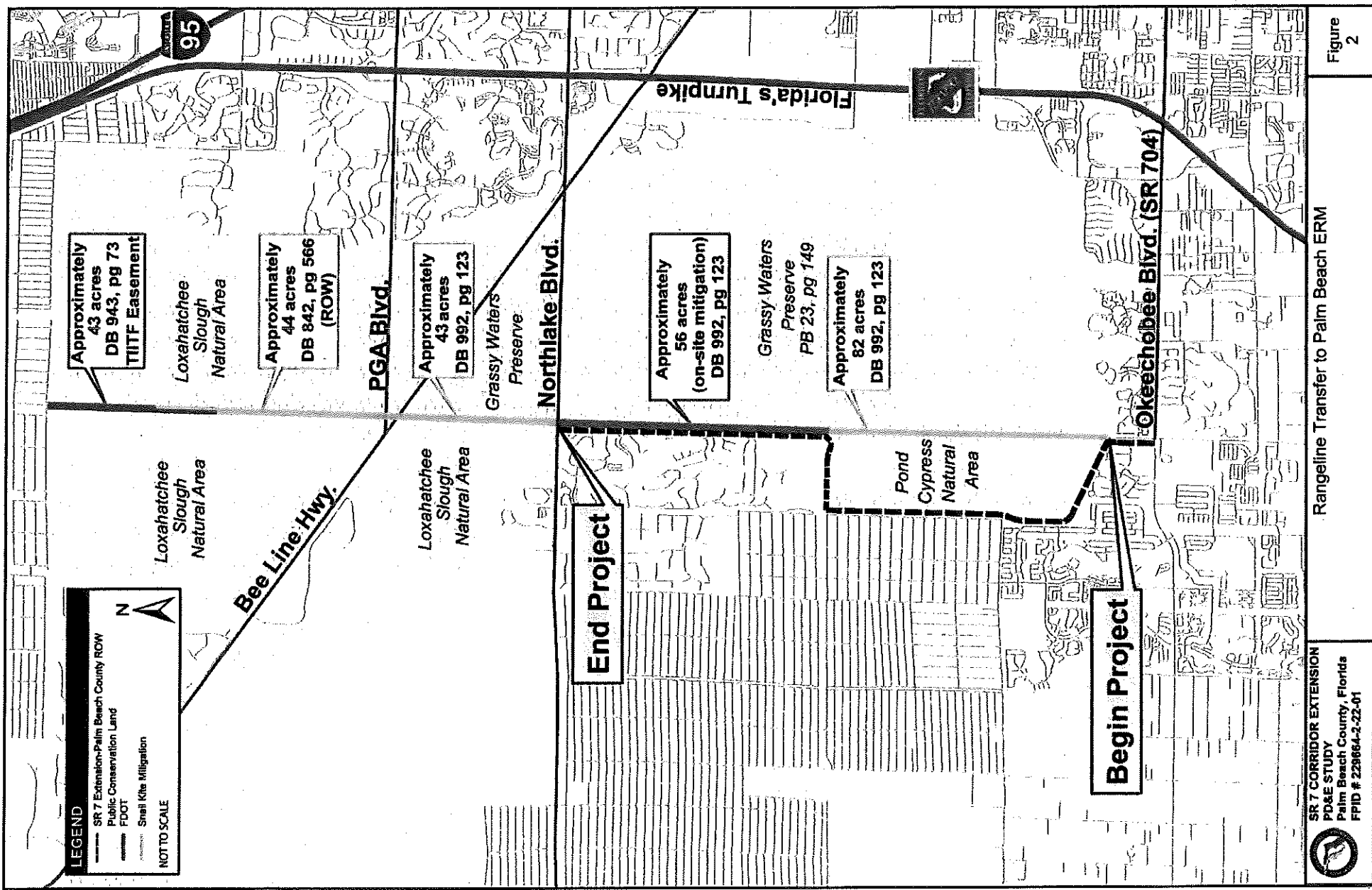
DATE

DATE



SR 7 Corridor Extension PD&E Study
Project Location Map

Figure 1



SR 7 CORRIDOR EXTENSION
 PD&E STUDY
 Palm Beach County, Florida
 FPID # 229664-2-22-01

Rangeline Transfer to Palm Beach ERM

Figure
 2



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

September 21, 2020

Ms. Verdenia C. Baker, County Administrator
Palm Beach County
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

Dear Ms. Baker:

**RE: JOINT PARTICIPATION AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and
PALM BEACH COUNTY
CONTRACT NO.: AS-881 (County Resolution 2017-1952)**

As you know, the Florida Department of Transportation ("FDOT") is ready to move forward with fulfilling the State Road 7 Extension (SR-7) mitigation requirements pursuant to the terms of the Joint Participation Agreement ("Agreement" or "JPA", Enclosure 1), as approved by R-2017-1952 and referenced above as Contract No. AS-881.

However, title and survey due diligence reviews revealed there were some errors in the legal descriptions contained in the above-referenced Agreement. The purpose of this letter is to confirm and clarify the interpretation between the parties of the above referenced Agreement and the deliverables thereunder. Errors in the legal descriptions shall be addressed by conveyance documents approved by both the FDOT and the County. These confirmations and clarifications are as follows:

DELIVERABLES per Exhibit B

1. Proof of the dedication of 42.48 credits for wetland mitigation at the Pine Glades Mitigation Bank;
2. Written acceptance of the conveyance of the approximately 170.59 acres of FDOT Right of Way (ROW) along the "Rangeline" as depicted in Figure 2; and
3. Proof of acquisition of the approximately 43.17 acres of property along the "Rangeline", currently held by the Trustees of the Internal Improvement Fund (TIIF); as depicted in Figure 2.

Deliverable as interpreted/clarified by FDOT and the County

1. Proof of the dedication of 42.48 credits for wetland mitigation at the Pine Glades Mitigation Bank.
 - a. *The value of this deliverable has been received by FDOT. This amount was paid.*
2. Written acceptance of the conveyance of the approximately 170.59 acres of FDOT Right of Way (ROW) along the "Rangeline" as depicted in Figure 2.
 - a. *The acreage pursuant to this deliverable is actually 186.752 acres. A Corrective Deed will be executed for this property after the legal description is finalized by the FDOT and the County. FDOT confirms that it owns the property to be transferred subject to a conservation easement.*

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

Ms. Verdenia C. Baker

September 21, 2020

Page 2

3. Proof of acquisition of the approximately 43.17 acres of property along the "Rangeline", currently held by the Trustees of the Internal Improvement Fund (TIIF); as depicted in Figure 2.
- FDOT and the County acknowledge that in fact approximately 31.206 acres of the property was not owned by TIIF but is in fact owned currently by the MacArthur Foundation. The intent of this Agreement is that the County will purchase this property interest from the true owners (i.e., the MacArthur Foundation) as determined by the title search at the time of purchase of this property. It is also the intent of FDOT and the County for FDOT to reimburse the County for all costs associated with the acquisition of these lands, including the cost of acquiring initial and updated appraisals as otherwise provided in the Agreement. Once acquired by the County, FDOT may use these lands for mitigation purposes. FDOT will make the third installment payment of \$385,788, (unless adjusted as provided by the Agreement) to the County following FDOT's receipt of a recorded deed that provides proof of acquisition of the Property referenced above (from the correct owner) and documentation of the County's cost to acquire the property.*
 - FDOT and the County acknowledge that the MacArthur Foundation owns a few narrow strips of land ("Gap Parcels") between within the undeveloped SR-7 right-of-way and lands. FDOT also acknowledges that the County is independently (not part of the JPA) purchasing the Gap Parcels from the owner in order to fill gaps in the Rangeline. The County will acquire the Gap Parcels at its own expense.*
 - FDOT and the County shall agree to the correction of the legal description and to less out the 2.82-acre strip of undeveloped SR-7 right-of-way land lying between PGA Boulevard (State Road 806) and Bee Line Highway (State Road 710.)*

The JPA identifies the undeveloped SR-7 right-of-way to be conveyed to, or acquired by, the County to help accomplish the mitigation activities and services for the SR-7 Extension Project. The interpretation of the various provisions of the JPA as referenced herein are materially consistent with the principles of the JPA as originally executed by both parties. Please sign the acknowledgment and agreement to this letter below.

Sincerely,

DocuSigned by:

Gerry O'Reilly

1350315FC0B44E3
Gerry O'Reilly, P.E.

District Four Secretary

Acceptance by:

Verdenia C. Baker

Verdenia C. Baker, County Administrator
Palm Beach County

Date:

9/25/2020

Enclosures (5)

cc: Deborah Drum, Director Environmental Resources Management (w/o enclosures)
Ross C. Hering, Director, PREM (w/o enclosures)
Howard J. Falcon, III, Chief Assistant County Attorney, CAO (w/o enclosures)
Rafael S. Garcia, District Chief Counsel, FDOT District Four
Steven C. Braun, P.E., Director of Transportation Development – FDOT District Four

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Agenda Item

5C1

MB/MEB 7-8

R-2017-1949

Meeting Date: December 19, 2017 () Consent (X) Regular
() Workshop () Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

R-2017-1952

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution approving a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation (FDOT) for the FDOT mitigation project (Project) within the Loxahatchee Slough, Pond Cypress and Pine Glades Natural Areas in association with the extension of SR-7 from Okeechobee Blvd. northward to Northlake Blvd (SR-7 Extension);

B) adopt a Resolution authorizing the Mayor to request the FDOT to convey surplus property to be utilized for the public purpose of providing environmental mitigation for the Everglades Snail Kite resulting from impacts associated with the SR-7 Extension;

C) approve a Memorandum of Agreement (MOA) with the FDOT to establish that the County shall provide mitigation and maintenance services to fulfill the mitigation commitments associated with construction of the SR-7 Extension and for the FDOT to compensate for these services as provided in the JPA;

D) approve a JPA with the FDOT for an amount not to exceed \$5,385,788 to be disbursed in three reimbursement payments over approximately three years for specific deliverables set forth in the JPA. The payments reimburse for staff time and land acquisition and management costs for maintaining mitigation areas in the Loxahatchee Slough, Pond Cypress, and Pine Glades Natural Areas consistent with the management practices of the Natural Areas Program and in accordance with the State and Federal permits for the SR-7 Extension;

E) approve a Budget Amendment of \$2,000,000 which includes \$1,550,000 for land management and \$450,000 for land acquisition costs in FY 2018 in the Environmental Resources Natural Areas Fund (Fund 1226) to recognize the revenues from the FDOT through the JPA in FY2018; and

Continued on Page 3

Attachments:

1. Resolution for Joint Participation Agreement
2. Resolution requesting surplus State land
3. Joint Participation Agreement
4. Memorandum of Agreement
5. Budget Amendment (1226)

Recommended by:

Department Director

Date

Approved by:

Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>\$450,000</u>				
Operating Costs	<u>\$1,550,000</u>	<u>\$3,000,000</u>	<u>\$385,788</u>		
External Revenues	<u>(\$2,000,000)</u>	<u>(\$3,000,000)</u>	<u>(\$385,788)</u>	<u>()</u>	<u>()</u>
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ☐ No ☒

Does this item include the use of federal funds? Yes ☐ No ☒

Budget Account No.:

Exp. Fund 1226 Department 380 Unit 3162 Object 3401 Program 6101
REV. 1226 - 380 - 3164 RPRC 4399

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

Florida Department of Transportation—Funds will be deposited in the Natural Areas Fund (Fund 1226) for land acquisition and management expenses required to maintain the mitigation areas in the Loxahatchee Slough, Pond Cypress, and Pine Glades Natural Areas.
Disbursement: FY 2018 \$2,000,000, FY 2019 \$3,000,000,
proposed FY2020 \$385,788

C. Department Fiscal Review: L. Neary

III. REVIEW COMMENTS

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

[Signature] 12/17/17
OFMB
[Signature] 12/14/17
Contract Development and Control

B. Legal Sufficiency:

Anne Delgent 12-14-17
Assistant County Attorney

C. Other Department Review:

Department Director

continued from Page 1

F) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications and other documents associated with the MOA or JPA and any necessary minor amendments to the documents that do not substantially change the scope of work or terms and conditions of the MOA or JPA.

Summary: The MOA and JPA provide the necessary funding to implement the land acquisition and management activities listed in the Scope of Services (Exhibit A) of the JPA. These activities will maintain an area of the Loxahatchee Slough and Pond Cypress Natural Areas in the vicinity of the existing SR-7 right-of-way alignment, as well as provide mitigation in the Pine Glades Natural Area for wetland impacts from the SR-7 Extension. The mitigation and maintenance associated with the JPA constitute another perpetual obligation for the Natural Areas Program. FDOT funding reimburses staff costs for exotic vegetation and animal control, prescribed fire regimens, vegetation monitoring, and site security relative to the mitigation areas in perpetuity. There are no matching requirements. All anticipated costs associated with the FDOT mitigation work will be the responsibility of FDOT. Districts 1 and 6 (AH)

Background and Policy Issues: The SR-7 Extension requires mitigation for the impact to snail kites and the wetlands along the road right-of-way. FDOT requested assistance with maintaining the natural lands associated with SR-7 Extension to satisfy the permitting agencies' mitigation requirements. Fulfilling the terms of the JPA and MOA shall result in the County obtaining title to 213.76 acres of former SR7 right-of-way to be added to the Pond Cypress and Loxahatchee Slough Natural Areas and the necessary funds to maintain these lands in perpetuity in their native state. Additional funds shall be provided to maintain 42.48 wetland credits (approximately 713 acres) within the Pine Glades Natural Area as mitigation for wetland impacts associated with SR7 Extension. Funds will be dispersed upon submittal of an invoice to the FDOT in accordance with the methodology and deliverables stipulated in the JPA.

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

Contract No.: AS-881
FM Nos.: 229664-2-C8-40
FEID No.: VF-596-000-785

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

This Amendment made and entered into this 13th day of MAY, 2021, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and Palm Beach County, located at 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, on January 22, 2018 the parties entered into a Joint Participation Agreement, hereinafter referred to as the Agreement, wherein the COUNTY agreed to provide mitigation services in connection with Financial Management (FM) Number 229664-2-C8-40 for the overall natural resources mitigation needs for SR-7 construction and reconstruction from Okeechobee Blvd. to Northlake Blvd. in Palm Beach County, Florida and hereinafter referred to as the “Project”; and

WHEREAS, the parties desire to 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 Joint Participation Agreement dated January 22, 2018, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 5, of the Agreement, is amended to read as follows:
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, 2025, whichever occurs first.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered into on January 22, 2018, as originally set forth therein, which are not hereby expressly amended, modified, or clarified pursuant to the September 21st 2020 letter and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

*** *SPACE INTENTIONALLY LEFT BLANK* ***

IN WITNESS WHEREOF, this AMENDMENT is executed by the parties below for the purposes specified herein. Authorization for the COUNTY has been given to enter into and execute this Amendment by Palm Beach County Board of County Commissioners Agenda Item 5C1 as approved on December 19, 2017, hereto attached.

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Verdenia C. Baker
NAME: VERDENIA C. BAKER
TITLE: COUNTY ADMINISTRATOR
4TH day of MAY, 20 21

DocuSigned by:
BY: Steven Braun
80F879A8F1EF4EE...
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:
JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

LEGAL REVIEW:

Sharon Ramsey-Chenier
DEPUTY CLERK (SEAL)

DocuSigned by:
dawn raduano
BY: _____
CA487910ADF54DE...
OFFICE OF THE GENERAL COUNSEL
dawn raduano

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED:

BY: /s/ Scott A. Stone 4/30/2021
SCOTT A. STONE DATE
ASSISTANT COUNTY ATTORNEY

DocuSigned by:
Leslie Wetherell
 BY: _____
 DISTRICT PROGRAM MANAGEMENT ENGINEER
 Leslie Wetherell

APPROVED AS TO TERMS AND CONDITIONS:

BY: Deborah Drum 5-7-2021
DEBORAH DRUM, DIRECTOR
ENVIRONMENTAL RESOURCES MANAGEMENT

MORE THAN 50 PAGES
AVAILABLE FOR REVIEW AT
MINUTES

Agenda Item **5C1**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 19, 2017 () Consent (X) Regular thru
() 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) adopt a Resolution approving a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation (FDOT) for the FDOT mitigation project (Project) within the Loxahatchee Slough, Pond Cypress and Pine Glades Natural Areas in association with the extension of SR-7 from Okeechobee Blvd. northward to Northlake Blvd (SR-7 Extension);

B) adopt a Resolution authorizing the Mayor to request the FDOT to convey surplus property to be utilized for the public purpose of providing environmental mitigation for the Everglades Snail Kite resulting from impacts associated with the SR-7 Extension;

C) approve a Memorandum of Agreement (MOA) with the FDOT to establish that the County shall provide mitigation and maintenance services to fulfill the mitigation commitments associated with construction of the SR-7 Extension and for the FDOT to compensate for these services as provided in the JPA;

D) approve a JPA with the FDOT for an amount not to exceed \$5,385,788 to be disbursed in three reimbursement payments over approximately three years for specific deliverables set forth in the JPA. The payments reimburse for staff time and land acquisition and management costs for maintaining mitigation areas in the Loxahatchee Slough, Pond Cypress, and Pine Glades Natural Areas consistent with the management practices of the Natural Areas Program and in accordance with the State and Federal permits for the SR-7 Extension;

E) approve a Budget Amendment of \$2,000,000 which includes \$1,550,000 for land management and \$450,000 for land acquisition costs in FY 2018 in the Environmental Resources Natural Areas Fund (Fund 1226) to recognize the revenues from the FDOT through the JPA in FY2018; and

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Attachments:

1. Resolution for Joint Participation Agreement
2. Resolution requesting surplus State land
3. Joint Participation Agreement
4. Memorandum of Agreement
5. Budget Amendment (1226)

Recommended by: [Signature] 10/8/17
Department Director Date

Approved by: [Signature] 12/15/17
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$450,000				
Operating Costs	\$1,550,000	\$3,000,000	\$385,788		
External Revenues	(\$2,000,000)	(\$3,000,000)	(\$385,788)	()	()
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X

Does this item include the use of federal funds? Yes No X

Budget Account No.:

Exp. Fund 1226 Department 380 Unit 3162 Object 3401 Program 10101
Rev. 1226 - 380 - 3164 RRC 4399

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Florida Department of Transportation—Funds will be deposited in the Natural Areas Fund (Fund 1226) for land acquisition and management expenses required to maintain the mitigation areas in the Loxahatchee Slough, Pond Cypress, and Pine Glades Natural Areas.
Disbursement: FY 2018 \$2,000,000, FY 2019 \$3,000,000, proposed FY2020 \$385,788

C. Department Fiscal Review: L. Nelson

III. REVIEW COMMENTS

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

[Signature] 12/17/17
OFMB [Signature] 12/11
[Signature] 12/14/17
Contract Development and Control

B. Legal Sufficiency:

Anne Delgent 12-14-17
Assistant County Attorney

C. Other Department Review:

Department Director

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F) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications and other documents associated with the MOA or JPA and any necessary minor amendments to the documents that do not substantially change the scope of work or terms and conditions of the MOA or JPA.

Summary: The MOA and JPA provide the necessary funding to implement the land acquisition and management activities listed in the Scope of Services (Exhibit A) of the JPA. These activities will maintain an area of the Loxahatchee Slough and Pond Cypress Natural Areas in the vicinity of the existing SR-7 right-of-way alignment, as well as provide mitigation in the Pine Glades Natural Area for wetland impacts from the SR-7 Extension. The mitigation and maintenance associated with the JPA constitute another perpetual obligation for the Natural Areas Program. FDOT funding reimburses staff costs for exotic vegetation and animal control, prescribed fire regimens, vegetation monitoring, and site security relative to the mitigation areas in perpetuity. There are no matching requirements. All anticipated costs associated with the FDOT mitigation work will be the responsibility of FDOT. Districts 1 and 6 (AH)

Background and Policy Issues: The SR-7 Extension requires mitigation for the impact to snail kites and the wetlands along the road right-of-way. FDOT requested assistance with maintaining the natural lands associated with SR-7 Extension to satisfy the permitting agencies' mitigation requirements. Fulfilling the terms of the JPA and MOA shall result in the County obtaining title to 213.76 acres of former SR7 right-of-way to be added to the Pond Cypress and Loxahatchee Slough Natural Areas and the necessary funds to maintain these lands in perpetuity in their native state. Additional funds shall be provided to maintain 42.48 wetland credits (approximately 713 acres) within the Pine Glades Natural Area as mitigation for wetland impacts associated with SR7 Extension. Funds will be dispersed upon submittal of an invoice to the FDOT in accordance with the methodology and deliverables stipulated in the JPA.