

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$80,000</u>	_____	_____	_____	_____
External Revenues	<u>(\$10,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$70,000</u>	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Program Code _____

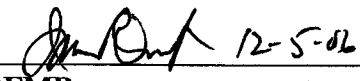
B. Recommended Sources of Funds/Summary of Fiscal Impact

The Resolution, budget amendment and transfer will move \$80,000 into project account number 1224-380-1031-3401 to cover costs for acquiring, cleaning and scuttling the vessel to create an artificial reef. \$10,000 donation received from WPB Fishing Club on 9/12/2006.

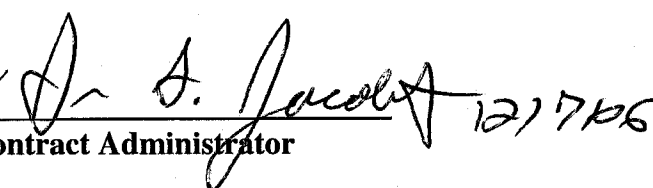
C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:



 OFMB
 12/5/06



 Contract Administrator
 12/7/06

B. Legal Sufficiency:



 Assistant County Attorney
 12/14/06

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

**CONTRACT
FOR
SINKING OF M/V CELTIC CRUSADER AS AN ARTIFICIAL REEF**

1 This Contract No. _____ is made as of this _____ day of _____, 2006, by
2 and between Palm Beach County, a Political Subdivision of the State of Florida, by and
3 through its Board of Commissioners, hereinafter referred to as the COUNTY, and
4 Bunnell Foundation, Incorporated, located at 3033 NW North River Drive, Miami, FL
5 33142, a corporation authorized to do business in the State of Florida, hereinafter
6 referred to as the CONTRACTOR, whose Federal I. D. number is 59-1403177.

7
8 In consideration of the mutual promises contained herein, the COUNTY and the
9 CONTRACTOR agree as follows:

10
11 **ARTICLE 1 - SERVICES**

12
13 The CONTRACTOR's responsibility to the COUNTY under this Contract is to provide,
14 prepare, transport, and scuttle the surplus vessel M/V CELTIC CRUSADER as an
15 artificial reef as more specifically set forth in the Scope of Work/Services, attached
16 hereto as Exhibit A, and at the location as indicated on Site Map attached hereto as
17 Exhibit B.

18
19 The COUNTY's representative/liaison during the performance of this Contract shall be
20 Richard E. Walesky, Director, Environmental Resources Management, telephone
21 number (561) 233-2400 or designee Brock Stanaland, telephone number (561) 233-
22 2443.

23
24 The CONTRACTOR's representative/liaison during the performance of this Contract
25 shall be Richard Bunnell, President, telephone number (305) 633-3369.

26
27 **ARTICLE 2 - SCHEDULE**

28
29 The CONTRACTOR shall commence services within 10 days of receipt of a fully
30 executed contract, and complete all services by 90 days from execution of this contract.

31
32 Reports and other items shall be delivered and/or completed in accordance with Exhibit
33 A.

34
35 **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

36 A. The total amount to be paid by the COUNTY under this Contract for all services
37 and materials, shall not exceed a total contract amount of Seventy-Five
38 Thousand Dollars and no cents (\$75,000.00). The CONTRACTOR will bill the
39 COUNTY for a single lump sum payment for services rendered upon the
40 completion of the Scope of Work/Services as defined in Exhibit A.

41
42 B. The invoice received from the CONTRACTOR pursuant to this Contract will be

1 reviewed and approved by the COUNTY's representative, indicating that services
2 have been rendered in conformity with the Contract. Approved invoice will be
3 sent to the Finance Department for payment. Invoices will normally be paid
4 within thirty (30) days following the COUNTY representative's approval.
5

- 6 C. Final Invoice: In order for both parties herein to close their books and records,
7 the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's
8 billing to the COUNTY. This shall constitute CONTRACTOR's certification that
9 all services have been properly performed and all charges and costs have
10 been invoiced to the COUNTY. Any further charges, if not properly included on
11 this final invoice, are waived by the CONTRACTOR.
12

13 **ARTICLE 4- TRUTH-IN-NEGOTIATION CERTIFICATE**

14
15 Signature of this Contract by the CONTRACTOR shall also constitute the execution of a
16 truth-in-negotiation certificate certifying that the wage rates, over-head charges, and
17 other costs used to determine the compensation provided for in this Contract are
18 accurate, complete and current as of the date of the Contract and no higher than those
19 charged the CONTRACTOR's most favored customer for the same or substantially
20 similar service.
21

22 The said rates and costs shall be adjusted to exclude any significant sums should the
23 COUNTY determine that the rates and costs were increased due to inaccurate,
24 incomplete or noncurrent wage rates or due to inaccurate representation of fees paid to
25 outside contractors. The COUNTY shall exercise its rights under this Article 4 within
26 three (3) years following final payment.
27

28 **ARTICLE 5 - TERMINATION**

29 This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior
30 written notice to the COUNTY, in the event of substantial failure by the COUNTY to
31 perform in accordance with the terms of this Contract through no fault of the
32 CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with or
33 without cause, immediately upon written notice to the CONTRACTOR. Unless the
34 CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for
35 services rendered to the COUNTY's satisfaction through the date of termination. After
36 receipt of a Termination Notice, except as otherwise directed by the COUNTY in writing,
37 the CONTRACTOR shall:
38

- 39 1. Stop work on the date and to the extent specified.
- 40
- 41 2. Terminate and settle all orders and subcontracts relating to the
42 performance of the terminated work.
- 43
- 44 3. Transfer all work in process, completed work, and other materials related

1 to the terminated work to the COUNTY.
2

3 4. Continue and complete all parts of the work which have not been terminated.
4

5 **ARTICLE 6 - PERSONNEL**
6

7 The CONTRACTOR represents that it has, or will secure at its own expense, all
8 necessary personnel required to perform the services under this Contract. Such
9 personnel shall not be employees of or have any contractual relationship with the
10 COUNTY.
11

12 All of the services required herein under shall be performed by the CONTRACTOR or
13 under its supervision, and all personnel engaged in performing the services shall be
14 fully qualified and, if required, authorized or permitted under state and local law to
15 perform such services.
16

17 The CONTRACTOR warrants that all services shall be performed by skilled and
18 competent personnel to the highest professional standards in the field.
19

20 All of the CONTRACTOR's personnel (and all subcontractor's) will comply with all
21 COUNTY requirements governing conduct, safety and security while on COUNTY
22 premises.
23

24 **ARTICLE 7 - SUBCONTRACTING**
25

26 The COUNTY reserves the right to accept the use of a subcontractor, or to reject the
27 selection of a particular subcontractor and to inspect all facilities of any subcontractors
28 in order to make a determination as to the capability of the subcontractor to perform
29 properly under this Contract. The CONTRACTOR is encouraged to seek small
30 business enterprises (SBE) for participation in subcontracting opportunities. If the
31 CONTRACTOR uses any subcontractors on this project the following provisions of this
32 Article shall apply:
33

34 If a subcontractor fails to perform or make progress, as required by this Contract, and it
35 is necessary to replace the subcontractor to complete the work in a timely fashion, the
36 CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor
37 by the COUNTY.
38

39 The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code
40 and understands that failure to comply with any of the requirements will be considered a
41 breach of contract.
42

43 The CONTRACTOR understands that each SBE utilized on this Contract must be
44 certified by Palm Beach County in order to be counted toward the SBE participation.

1 The CONTRACTOR further agrees to provide the Office of Small Business Assistance
2 with a copy of the CONTRACTOR's contract with any SBE subcontractor or any other
3 related documentation upon request.
4

5 The CONTRACTOR will only be permitted to replace a certified SBE subcontractor who
6 is unwilling or unable to perform. Such substitutions must be done with another
7 certified SBE in order to maintain the SBE percentages established in this Contract.
8 Requests for substitutions of SBE's must be submitted to the COUNTY's
9 representative, and to the County Office of Small Business Assistance.
10

11 The CONTRACTOR understands that he/she is prohibited from making any
12 agreements with the SBE in which the SBE promises not to provide subcontractors
13 quotations to other proposers or potential proposers.
14

15 The CONTRACTOR agrees to maintain all relevant records and information necessary
16 to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III,
17 Part C, and will allow the COUNTY to inspect such records.
18

19 **ARTICLE 8 - FEDERAL AND STATE TAX**

20

21 The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The
22 COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The
23 CONTRACTOR shall not be exempted from paying sales tax to its suppliers for
24 materials used to fulfill contractual obligations with the COUNTY, nor is the
25 CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing
26 such materials.
27

28 The CONTRACTOR shall be responsible for payment of its own and its share of its
29 employees' payroll, payroll taxes, and benefits with respect to this contract.
30

31 **ARTICLE 9 - AVAILABILITY OF FUNDS**

32

33 The COUNTY's performance and obligation to pay under this Contract is contingent
34 upon an annual appropriation for its purpose by the Board of County Commissioners.
35

36 **ARTICLE 10 - INSURANCE**

37

38 It shall be the responsibility of the CONTRACTOR to provide evidence of the following
39 minimum amounts of insurance coverage to Palm Beach County Environmental
40 Resources Management 2300 North Jog Road, West Palm Beach, FL 33411, Attention:
41 Julie Aden, Contracts Manager, Environmental Enhancement and Restoration Division.
42 The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full
43 force and effect, at all times during the life of this Contract, insurance coverages and
44 limits (including endorsements) as described herein. Failure to maintain the required

1 insurance will be considered default of the Contract. The requirements contained
2 herein, as well as COUNTY's review or acceptance of insurance maintained by
3 CONTRACTOR, are not intended to and shall not in any manner limit or qualify the
4 liabilities and obligations assumed by CONTRACTOR under the Contract.

5 A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial
6 General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.
7 Coverage shall not contain any endorsement(s) excluding Contractual Liability or
8 Cross Liability.
9

10 B. **Marine Protection & Indemnity Insurance:** CONTRACTOR agrees to maintain
11 Marine Protection and Indemnity, or similar Water-Craft Liability, for owned,
12 hired, or borrowed water-craft. Coverage may be provided either way of endorsement
13 under the Commercial General Liability (GC 24 12 Boats), or by separate Marine
14 Protection and Indemnity insurance with limits not less than **\$1,000,000** each
15 occurrence.
16

17 C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR
18 shall maintain Workers' Compensation & Employer's Liability in accordance with
19 Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a
20 primary basis. CONTRACTOR and/or its approved sub-contractors agree to
21 maintain Federal Act endorsement for U.S. Longshoremen's & Harbor Workers
22 Act (WC 00 01 06 A) and The Jones Act (WC 00 02 01 A) when activities or
23 operations involve work on or contiguous to navigable bodies of U.S. waterways
24 and ways adjoining, or vessels.
25

26 D. **Additional Insured Clause:** Except as to Business Auto, Workers'
27 Compensation and Employer's Liability (and Professional Liability, when
28 applicable) the Certificate(s) of Insurance shall clearly confirm that coverage
29 required by the Contract has been endorsed to include Palm Beach County as
30 an Additional Insured.
31

32 E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of
33 Subrogation against the COUNTY, its officers, employees and agents for each
34 required policy. When required by the insurer, or should a policy condition not
35 permit an insured to enter into a pre-loss agreement to waive subrogation
36 without an endorsement, then CONTRACTOR shall notify the insurer and
37 request the policy be endorsed with a Waiver of Transfer of Rights of Recovery
38 Against Others, or its equivalent. This Waiver of Subrogation requirement shall
39 not apply to any policy which includes a condition to the policy specifically
40 prohibiting such an endorsement, or voids coverage should CONTRACTOR
41 enter into such an agreement on a pre-loss basis.
42

43 F. **Certificate(s) of Insurance:** Within forty-eight (48) hours of the COUNTY's
44 request to do so, the CONTRACTOR shall deliver to the COUNTY Certificate(s)

1 of Insurance evidencing that all types and amounts of insurance coverages
2 required by this Contract have been obtained and are in full force and effect.
3 Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor
4 to notify due to cancellation or non-renewal of coverage.
5

6 **G. Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the
7 minimum limits required above for either Commercial General Liability, Business
8 Auto Liability, and Employer's Liability coverage under Umbrella or Excess
9 Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less
10 than the highest "Each Occurrence" limit for either Commercial General Liability,
11 Business Auto Liability, or Employer's Liability. The COUNTY shall be
12 specifically endorsed as an "Additional Insured" on the Umbrella or Excess
13 Liability, unless the Certificate of Insurance notes the Umbrella or Excess
14 Liability provides coverage on a "Follow-Form" basis.
15

16 **H. Right to Revise or Reject:** COUNTY, by and through its Risk Management
17 Department in cooperation with the contracting/monitoring department, reserves
18 the right to review, modify, reject, or accept any required policies of insurance,
19 including limits, coverages, or endorsements, herein from time to time throughout
20 the term of this Contract. COUNTY reserves the right, but not the obligation, to
21 review and reject any insurer providing coverage because of poor financial
22 condition or failure to operate legally.
23

24 **ARTICLE 11 - INDEMNIFICATION**

25
26 CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its
27 agents, employees and elected officials harmless from and against any and all claims,
28 liability, loss, cost, damages, or causes of action of every kind or character, including
29 attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during
30 and as a result of their performance of the terms of this Contract or due to the acts or
31 omissions of CONTRACTOR.
32

33 **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

34
35 The COUNTY and the CONTRACTOR each binds itself and its partners, successors,
36 executors, administrators and assigns to the other party of this Contract and to the
37 partners, successors, executors, administrators and assigns of such other party, in
38 respect to all covenants of this Contract. Except as above, neither the COUNTY nor
39 the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract
40 without the written consent of the other. Nothing herein shall be construed as creating
41 any personal liability on the part of any officer or agent of the COUNTY, nor shall it be
42 construed as giving any rights or benefits hereunder to anyone other than the COUNTY
43 and the CONTRACTOR.
44

1 **ARTICLE 13 - REMEDIES**

2 This Contract shall be governed by the laws of the State of Florida. Any and all legal
3 action necessary to enforce the Contract will be held in Palm Beach County. No
4 remedy herein conferred upon any party is intended to be exclusive of any other
5 remedy, and each and every such remedy shall be cumulative and shall be in addition
6 to every other remedy given hereunder now or hereafter existing at law, or in equity, by
7 statute or otherwise. No single or partial exercise by any party of any right, power, or
8 remedy hereunder shall preclude any other or further exercise thereof.
9

10 **ARTICLE 14 - CONFLICT OF INTEREST**

11
12 The CONTRACTOR represents that it presently has no interest and shall acquire no
13 interest, either direct or indirect, which would conflict in any manner with the
14 performance or services required hereunder, as provided for in Chapter 112, Part III,
15 Florida Statutes. The CONTRACTOR further represents that no person having any
16 conflict of interest shall be employed for said performance or services.
17

18 The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by
19 certified mail, of all potential conflicts of interest for any prospective business
20 association, interest, or other circumstance which may influence, or appear to influence,
21 the CONTRACTOR's judgment or quality of services being provided hereunder. Such
22 written notification shall identify the prospective business association, interest or
23 circumstance, the nature of work that the CONTRACTOR may undertake and request
24 an opinion of the COUNTY as to whether the association, interest or circumstance
25 would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by
26 the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion
27 by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR.
28 If, in the opinion of the COUNTY, the prospective business association, interest or
29 circumstance would not constitute a conflict of interest by the CONTRACTOR, the
30 COUNTY shall so state in the notification and the CONTRACTOR shall, at its option,
31 enter into said association, interest or circumstance and it shall be deemed not in
32 conflict of interest with respect to services provided to the COUNTY by the
33 CONTRACTOR under the terms of this Contract.
34

35 **ARTICLE 15 - EXCUSABLE DELAYS**

36
37 The CONTRACTOR shall not be considered in default by reason of any failure in
38 performance if such failure arises out of causes reasonably beyond the control of the
39 CONTRACTOR or its subcontractor(s) and without their fault or negligence. Such
40 causes include, but are not limited to: acts of God; force majeure; natural or public
41 health emergencies; labor disputes; freight embargoes; and abnormally severe and
42 unusual weather conditions.
43

44 Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of

1 any failure to perform the work; and, if the CONTRACTOR's failure to perform was
2 without it or its subcontractors fault or negligence, the Contract Schedule and/or any
3 other affected provision of this Contract shall be revised accordingly, subject to the
4 COUNTY's rights to change, terminate, or stop any or all of the work at any time.

5 **ARTICLE 16 -ARREARS**

6
7 The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of
8 payment or surety for any contract, debt, obligation, judgment, lien, or any form of
9 indebtedness. The CONTRACTOR further warrants and represents that it has no
10 obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

11
12 **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

13
14 The CONTRACTOR shall deliver to the COUNTY's representative for approval and
15 acceptance, and before being eligible for final payment of any amounts due, all
16 documents and materials prepared by and for the COUNTY under this Contract.

17
18 To the extent allowed by Chapter 119, Florida Statutes, all written and oral information
19 not in the public domain or not previously known, and all information and data obtained,
20 developed, or supplied by the COUNTY, or at its expense, will be kept confidential by
21 the CONTRACTOR and will not be disclosed to any other party, directly or indirectly,
22 without the COUNTY's prior written consent, unless required by a lawful court order. All
23 drawings, maps, sketches, programs, data bases, reports and other data developed or
24 purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be
25 and remain the COUNTY's property and may be reproduced and reused at the
26 discretion of the COUNTY.

27
28 All covenants, agreements, representations and warranties made herein, or otherwise
29 made in writing by any party pursuant hereto, including but not limited to any
30 representations made herein relating to disclosure or ownership of documents, shall
31 survive the execution and delivery of this Contract and the consummation of the
32 transactions contemplated hereby.

33
34 **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

35
36 The CONTRACTOR is, and shall be, in the performance of all work, services, and
37 activities under this Contract, an Independent Contractor and not an employee, agent,
38 or servant of the COUNTY. All persons engaged in any of the work or services
39 performed pursuant to this Contract shall at all times, and in all places, be subject to the
40 CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall
41 exercise control over the means and manner in which it and its employees perform the
42 work, and in all respects the CONTRACTOR's relationship, and the relationship of its
43 employees, to the COUNTY shall be that of an Independent Contractor and not as
44 employees or agents of the COUNTY.

1
2 The CONTRACTOR does not have the power or authority to bind the COUNTY in any
3 promise, agreement or representation other than specifically provided for in this
4 Contract.

5 **ARTICLE 19 - CONTINGENT FEES**

6
7 The CONTRACTOR warrants that it has not employed or retained any company or
8 person, other than a bona fide employee working solely for the CONTRACTOR, to
9 solicit or secure this Contract and that it has not paid or agreed to pay any person,
10 company, corporation, individual, or firm, other than a bona fide employee working
11 solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other
12 consideration contingent upon or resulting from the award or making of this Contract.
13

14 **ARTICLE 20 - ACCESS AND AUDITS**

15
16 The CONTRACTOR shall maintain adequate records related to all charges, expenses,
17 and costs incurred in estimating and performing the work for at least three (3) years
18 after completion or termination of this Contract. The COUNTY shall have access to
19 such books, records, and documents as required in this section for the purpose of
20 inspection or audit during normal business hours, at the CONTRACTOR's place of
21 business.
22

23 **ARTICLE 21 - NONDISCRIMINATION**

24
25 The CONTRACTOR warrants and represents that all of its employees are treated
26 equally during employment without regard to race, color, religion, disability, sex, age,
27 national origin, ancestry, marital status, or sexual orientation.
28

29 **ARTICLE 22 - AUTHORITY TO PRACTICE**

30
31 The CONTRACTOR hereby represents and warrants that it has and will continue to
32 maintain, all licenses and approvals required to conduct its business; and that it will, at
33 all times, conduct its business activities in a reputable manner. Proof of such licenses
34 and approvals shall be submitted to the COUNTY's representative upon request.
35

36 **ARTICLE 23 - SEVERABILITY**

37
38 If any term or provision of this Contract or the application thereof to any person or
39 circumstances shall, to any extent, be held invalid or unenforceable, the remainder of
40 this Contract, or the application of such terms or provision to persons or circumstances
41 other than those as to which it is held invalid or unenforceable, shall not be affected,
42 and every other term and provision of this Contract shall be deemed valid and
43 enforceable to the extent permitted by law.
44

1 **ARTICLE 24 - PUBLIC ENTITY CRIMES**

2
3 As provided in F.S. 287.132-133, by entering into this Contract or performing any work
4 in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers,
5 subcontractors and consultants who will perform hereunder, have not been placed on
6 the convicted vendor list maintained by the State of Florida Department of Management
7 Services within the thirty-six (36) months immediately preceding the date hereof. This
8 notice is required by F.S. 287.133(3)(a).

9
10 **ARTICLE 25 - MODIFICATIONS OF WORK**

11
12 The COUNTY reserves the right to make changes in Scope of Work, including
13 alterations, reductions therein, or additions thereto. Upon receipt by the
14 CONTRACTOR of the COUNTY's notification of a contemplated change, the
15 CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or
16 decrease in cost due to the contemplated change; (2) notify the COUNTY of any
17 estimated change in the completion date; and (3) advise the COUNTY if the
18 contemplated change shall effect the CONTRACTOR's ability to meet the completion
19 dates or schedules of this Contract.

20
21 If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that
22 portion of the Scope of Work affected by a contemplated change, pending the
23 COUNTY's decision to proceed with the change.

24
25 If the COUNTY elects to make the change, the COUNTY shall initiate a Contract
26 Amendment and the CONTRACTOR shall not commence work on any such change
27 until such written amendment is signed by the CONTRACTOR and approved and
28 executed on behalf of Palm Beach County.

29
30 **ARTICLE 26 - NOTICE**

31
32 All notices required in this Contract shall be sent by certified mail (return receipt
33 requested), hand delivered, or sent by other delivery service(s) requiring signed
34 acceptance. If sent to the COUNTY, notices shall be addressed to:

35
36 Richard E. Walesky, Director
37 Environmental Resources Management
38 2300 North Jog Road
39 West Palm Beach, FL 33411

40
41 With a copy to: Palm Beach County Attorney's Office
42 301 N. Olive Avenue
43 West Palm Beach, FL 33401
44

1 If sent to the CONTRACTOR, notices shall be addressed to:
2

3 Richard Bunnell, President
4 Bunnell Foundation, Inc.
5 3033 NW North River Drive
6 Miami, FL 33142
7

8
9 **ARTICLE 27 - ENTIRETY OF CONTRACT**

10
11 The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire
12 agreement between the parties, and that there are no promises or understandings other
13 than those stated herein. None of the provisions, terms and conditions contained in the
14 Contract may be added to, modified, superseded or otherwise altered, except by written
15 instrument executed by the parties hereto in accordance with Article 25 - Modifications
16 of Work.
17

18 **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

19
20 The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the
21 Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S
22 employees or subcontractors are required under this contract to enter a "critical facility"
23 as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and
24 agrees that all employees and subcontractors who are to enter a "critical facility" will be
25 subject to a fingerprint based criminal history records check. Although COUNTY
26 agrees to pay for all applicable FDLE/FBI fees required for criminal history record
27 checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and
28 staffing implications associated in complying with Ordinance 2003-030.
29

30
31 **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

32
33 The CONTRACTOR shall comply with all laws, ordinances and regulations applicable
34 to the services contemplated herein, to include those applicable to conflict of interest
35 and collusion. CONTRACTOR is presumed to be familiar with all federal, state and
36 local laws, ordinances, codes and regulations that may in any way affect the services
37 offered.
38
39
40
41
42
43
44

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
FOR ITS BOARD OF COUNTY
COMMISSIONERS

BY: _____
DEPUTY CLERK

BY: _____
ADDIE L. GREENE, CHAIRPERSON

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
ASSISTANT COUNTY ATTORNEY

BY: _____
DIRECTOR, ENVIRONMENTAL
RESOURCES MANAGEMENT

DATE

DATE

WITNESS:

BUNNELL FOUNDATION, INC.

SIGNATURE

SIGNATURE

NAME (TYPE OF PRINT)

BY: RICHARD BUNNELL

NAME (TYPE OR PRINT)

ITS: PRESIDENT

TITLE

(CORPORATE SEAL)

EXHIBIT A
SCOPE OF WORK/SERVICES

1. The CONTRACTOR agrees to provide, prepare, transport, and scuttle the surplus vessel *M/V Celtic Crusader* as an artificial reef for the COUNTY.
2. The vessel shall not be scuttled until the COUNTY has given its written approval. The COUNTY's approval shall not be unreasonably withheld; however, in the event that the CONTRACTOR is unable to comply with the requirements of Paragraph 3 or such other reasonable action as may be deemed necessary upon inspection by the COUNTY to ensure the structural integrity, environmental soundness, or safety of the vessel, and/or unable to arrive at a mutually agreeable Operational Plan as stated in Paragraph 7, and/or unable to arrive at a mutually agreeable Contingency Plan as stated in Paragraph 9 then either party may terminate this agreement by so notifying the other in writing.
3. Preparation of the *M/V Celtic Crusader* shall include all actions necessary to secure Coast Guard approval for scuttling the vessel as artificial reefs, including, but not limited to: any and all actions necessary to ensure the structural integrity of the vessel; removal of all petroleum products and other materials potentially hazardous to the marine environment and cleaning or removing any compartments used to hold those products; removal of any floatables or loose objects including, but not limited to, tire fenders, loose deck gear, wood, loose paneling, or other miscellaneous materials that are not an integral part of the vessel's structure; removal of any objects not substantial enough to withstand the stress of a rapid scuttling; removal of all glass; and removal of all doors, hatch covers, and loose cables or wiring. The CONTRACTOR shall coordinate all necessary inspections and approvals with the Coast Guard Marine Safety Office. The disposition of all removed materials will be in accordance with all applicable state and federal regulations.
4. Preparation shall also include the sampling and removal of all asbestos and polychlorinated biphenyls (PCB) materials, as necessary, by State and Federal requirements. Removal of pollutants shall be supervised by a qualified environmental consulting firm with an expertise in asbestos and Polychlorinated Biphenyls (PCB) remediation. All preparations and removals shall be completed, and all approvals from COUNTY (in writing) shall be obtained prior to transporting the vessel to the artificial reef site.
5. The following items shall not be removed from the vessel: ship's propeller; ship's cargo booms, masts, and supports; ship's funnel. Any salvage activity which may adversely affect the ship's structural integrity is expressly prohibited.
6. The CONTRACTOR shall scuttle the vessel *M/V Celtic Crusader* at the

COUNTY's permitted artificial reef site (Palm Beach Site #1 as shown in Exhibit B) in approximately 200 feet of water and shall remain on site until released by the COUNTY.

7. The CONTRACTOR shall submit a written operational plan for scuttling the vessels for COUNTY approval at least seven (7) days in advance of the proposed scuttling. The vessels shall be scuttled so as to come to rest on the ocean bottom in a level position, upright on its keel, and shall maintain a minimum vertical navigational clearance above any substantial structural part of the vessel of at least fifty (50) feet. For the purpose of this agreement, "level position" shall mean the vessel shall be resting upright on its keel and listing no more than twenty (20) degrees from vertical to port or starboard.
8. The CONTRACTOR shall provide all appropriate lines, cables, shackles, chains, and (2) anchors, etc., as required by the COUNTY for use at the artificial reef site to locate and hold the vessels in position while it is scuttled. The two bow anchors set forty-five degrees apart on separate rodes of a minimum of 600 feet each or greater shall be used, depending on prevailing conditions at the time the vessel is secured on site for scuttling.
9. A written Contingency Plan to be implemented in the event of anchor or rode failure or any other condition that may cause the vessels to move out of the desired position shall be submitted to and approved in writing by the COUNTY at least seven (7) days prior to the date of the proposed scuttling.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2006

PRODUCER Millennium Insurance & Investments Corp 4100 Johnson Street Hollywood, FL 33021 PH: (954) 963-4252	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Bunnell Foundation, Inc. 3033 NW North River Drive Miami, FL 33142	INSURERS AFFORDING COVERAGE INSURER A: American Home Assurance Company INSURER B: Commerce & Industry Insurance Company INSURER C: INSURER D: INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IDENTIFY LIMIT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET ADDL INSDS <input checked="" type="checkbox"/> BLKT Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CML - 3118	08/06/2006	08/06/2007	EACH OCCURRENCE \$ 1,000,000 DEDUCTIBLE TO RENTED PREMISES (Per occurrence) \$ 50,000 WFO REP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOR AGG \$ 1,000,000 DEDUCTIBLE PER OCC \$5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRING AUTOS <input type="checkbox"/> NON-OWNED/AUTOR	APPROVED By <u>[Signature]</u> RISK MANAGEMENT DEPT			COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	DATE 11/30/06			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY NA AGG. \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B*	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC 295-87-91	07/12/2006	07/12/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER CL EACH ACCIDENT \$ 1,000,000 CL PERMANENT TOTAL DISABILITY \$ 1,000,000 CL DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER HULL/MACHINERY P&I - CREW COVG \$1MM	B - 3119	08/06/2006	08/06/2007	HULL & MACHINERY COVERAGE WHILE ON BOARD ONLY P&I \$1,000,000 EA OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 B - SPECIAL PROVISIONS Includes State Act WC & USL&H Coverage

AS RESPECT TO THE GENERAL LIABILITY POLICY ONLY, ADDITIONAL INSURED & WAIVER OF SUBROGATION APPLIES WHEN REQUIRED BY WRITTEN CONTRACT.
 **30 DAYS EXCEPT FOR NON PAYMENT OF PREMIUM 10 DAYS

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 301 North Olive Avenue West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Gloria J. Bravo, CIC <u>[Signature]</u>
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RESOLUTION NO. R-2006-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO UTILIZE A PORTION OF THE COUNTY VESSEL REGISTRATION FEES FOR THE CONSTRUCTION OF AN ARTIFICIAL REEF PROJECT.

WHEREAS, Palm Beach County enacted the Vessel Registration Fee Ordinance, No. 88-40 which began collecting fees June 1, 1989; and

WHEREAS, the Vessel Registration Fee Ordinance provides that monies collected from vessel registration fees be utilized to protect coastal marine and estuarine habitats, maintain and enhance fisheries and other salt and freshwater habitats, and construct artificial reefs; and

WHEREAS, Environmental Resources Management has identified a 265' surplus coastal freighter *M/V CELTIC CRUSADER* as an artificial reef project which will enhance the marine resources of Palm Beach County's coastal waters; and

WHEREAS, the vessel *M/V CELTIC CRUSADER* was built in 1970 of welded and riveted steel and is of ideal material and construction to create an artificial reef in two hundred feet of water at Palm Beach Site #1, just north of the Lake Worth Inlet; and

WHEREAS, this vessel will increase the primary productivity of Palm Beach County's coastal waters by providing habitat and shelter for increased numbers and more diverse populations of fish stocks; and

WHEREAS, this project will provide unique recreational opportunities for anglers, relieve user pressures on natural reefs, and further establish Palm Beach County as a premier fishing destination; and

WHEREAS, the West Palm Beach Fishing Club has provided a \$10,000 contribution towards this project as they continue to support the County in the construction of artificial reef and estuarine enhancement projects; and

WHEREAS, the new artificial reef will be named the John Rybovich Endowment Reef at the request of the West Palm Beach Fishing Club; and

WHEREAS, the Director of Environmental Resources Management recommends that the Board of County Commissioners authorize the Clerk of the Board to disburse Vessel Registration Fee monies in the amount of \$70,000 to provide funding for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, THAT:

Section 1: The foregoing recitals are hereby adopted and ratified.

Section 2: The Board hereby authorizes the Clerk to disburse funds of \$70,000 for
the purpose of constructing the John Rybovich Endowment Reef project at
Palm Beach Site #1.

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

Commissioner Addie L. Greene, Chairperson _____

Commissioner John F. Koons, Vice Chair _____

Commissioner Karen T. Marcus _____

Commissioner Warren H. Newell _____

Commissioner Mary McCarty _____

Commissioner Burt Aaronson _____

Commissioner Jess R. Santamaria _____

The Chairperson thereupon declared the Resolution duly passed and adopted this
_____ day of _____, 2006.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

**Sharon R. Bock
Clerk and Comptroller**

By _____
Assistant County Attorney

By _____
Deputy Clerk

2007 - **0309**

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET Amendment

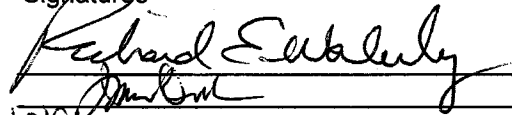
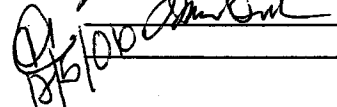
File
Finance
Minutes
Budget

FUND 1224 Environmental Enhancement Saltwater

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED / ENCUMBERED 11/21/2006	REMAINING BALANCE
REVENUE								
<u>Saltwater Projects</u>								
800-3801-8901	Balance Brought Forward	390,262	390,626	10,000	0	400,626	0	400,626
	TOTAL RECEIPTS & BALANCES	<u>500,262</u>	<u>500,262</u>	<u>10,000</u>	<u>0</u>	<u>510,262</u>		
APPROPRIATIONS								
<u>KDW Classic Reef</u>								
380-1031-3401	Contracted Services	0	0	80,000	0	80,000	0	80,000
380-3891-9902	Reserves	236,672	236,672	0	70,000	166,672		166,672
	TOTAL APPROPRIATIONS & EXPENDITURES	<u>500,262</u>	<u>500,262</u>	<u>80,000</u>	<u>70,000</u>	<u>510,262</u>		

Environmental Resources Management
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures	Date
	<u>11/30/06</u>
	<u>12-5-06</u>

By Board of County Commissioners
 at meeting of 12/19/2006

 Deputy Clerk to the
 Board of County Commissioners