

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>23,592</u>	<u>42,326</u>	<u>43,502</u>	<u>20,253</u>	<u>6,295</u>
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>23,592</u>	<u>42,326</u>	<u>43,502</u>	<u>20,253</u>	<u>6,295</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund ___ Department ___ Unit ___ Object ___ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

3652-381-M045-3120	Jupiter Carlin Shore	\$14,057.30
3652-381-M028-3120	Juno Beach Shore	\$16,895.35
3652-381-M037-3120	Singer Island	\$16,895.35
1229-380-3057-3439	LWL Monitoring	\$88,120*

*\$72,242.46 currently allocated for this project; the additional tasks/cost will be authorized by a Notice to Proceed once funding has been secured, else the contract shall be concluded less \$15,877.54.

C. Department Fiscal Review: SP

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

Adwillhite 4.28.08 4/25/08 4/21/08 4/29/08
 OFMB 4/25/08 4/21/08 4/29/08
 Contract Administrator

B. Legal Sufficiency:

Merwin Fox
 Assistant County Attorney

These contracts comply with our review requirements. Risk Mgt. has determined the COI certificates of insurance are acceptable.

C. Other Department Review:

 Department Director

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the ___ day of _____, 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and InWater Research Group, Inc. 4160 NE Hyline Drive, Jensen Beach, FL 34957, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-1090322.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services and offshore in-water sea turtle monitoring, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Richard E. Walesky, telephone no. 561-233-2400.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Michael Bresette, telephone no. 772-349-5905.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon receipt of the COUNTY's written Notice to Proceed and complete all services by April 30, 2012.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibits A and B**.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Forty-Seven Thousand, Eight Hundred, Forty Eight Dollars (\$47,848). The CONSULTANT will bill the COUNTY at the amount set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed

rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the

terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in **Exhibit A**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

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

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

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

The CONSULTANT is encouraged to seek small business enterprises (SBE) for participation in subcontracting opportunities. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. There is no required participation percentage for this Contract.

If the CONSULTANT uses any SBE subcontractors on this project the following provisions shall apply:

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all

times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate holder shall be "Palm Beach County, ATTN: ERM Director, 2300 N Jog Road, 4th Floor, West Palm Beach, FL 33411," or his successor/current address.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- K. **Watercraft Liability** CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.

This coverage requirement may also be satisfied via endorsement to the CONSULTANT'S Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. 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, 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.

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the

prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in

the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal

business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

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

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director
Department of Environmental Resources Management
2300 N Jog Road, 4th Floor
West Palm Beach, FL 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Michael Bresette
InWater Research Group, Inc.
4160 NE Hyline Drive
Jensen Beach, FL 34957

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, as amended from time to time, the Criminal History Records Check Ordinance (“Ordinance”), if CONSULTANT’S employees or subcontractors are required under this contract to enter a “critical facility” as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030, as amended from time to time.

ARTICLE 29 – REGULATIONS: LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered.

Remainder of page intentionally left blank.

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 CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Wanda Brette
Signature

In Water Research Group, Inc.
Company Name

Wanda Brette
Name (type or print)

[Signature]
Signature

Michael Brette
Typed Name

President/Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
Assistant County Attorney

(corp. seal)

APPROVED AS TO
TERMS AND CONDITIONS

By Richard E. Walesky
Richard E. Walesky, Director
Department of Environmental Resources Management

15

EXHIBIT A

SCOPE OF WORK

Population Assessment of Sea Turtles in Northern Palm Beach County

The purpose of this contract is to provide in-water sea turtle monitoring services to assess offshore sea turtle populations in northern Palm Beach County. This project will meet Florida Department of Environmental Protection (FDEP) and Florida Fish and Wildlife Conservation Commission (FWC) permit requirements associated with the Jupiter Carlin Shoreline Protection Project, Juno Beach Shoreline Protection Project, and the Singer Island Breakwater Project.

InWater Research Group, Inc. (CONSULTANT), a non-profit organization, has been conducting in-water sea turtle monitoring since 2001, and operate under National Marine Fisheries (NMFS) Permit No. 1462 and FWC Marine Turtle Permit No. 125. All monitoring set forth in this Scope of Work shall be conducted by the CONSULTANT. All data shall be collected, summarized, and submitted to the COUNTY at the end of each task as set forth in **Exhibit B**. The COUNTY may, at its discretion, observe data collection techniques for the purpose of validating compliance with NMFS and FWC guidelines and this contract.

The study area includes the fill, control, and downdrift areas for the Jupiter Carlin Shoreline Protection Project, the Juno Beach Shoreline Protection Project, and the Singer Island Breakwater Project, located between the Jupiter Inlet to the north and the Palm Beach Inlet to the south. These study sites were identified by analyzing 2006 and 2007 digital aerials, provided by the COUNTY, for exposed nearshore hardbottom. Habitat in this area consists primarily of a 200 foot wide reef tract in 10 – 20 feet of water.

Sampling for this project shall occur during quarterly one-day monitoring events between fall 2007 and winter 2012. Each sampling event shall consist of the following 6 transects conducted via boat in areas identified by the COUNTY; the COUNTY shall provide start and end GPS coordinates of each transect:

- Jupiter Carlin nourishment transect: R-13 to R-19
- Juno Pier transect: pier parallel transect replicated at 100 and 300 feet from Pier
- Juno nourishment downdrift transect: R-47 to R-52
- Singer Island breakwater transect: R-60.5 to R-68
- Singer Island downdrift transect: R-68 to R-69
- Control transect (all projects): R-53 to R-60.5

All transects shall be replicated at 200 feet and 400 feet from shore, except for the Juno Pier transect, which shall be replicated at 100 feet and 300 feet from the Pier. Sampling events shall only occur when sea conditions are 2 foot or less with underwater vertical visibility of greater than 5 feet. The vessel shall traverse each transect at a speed of 5 knots per hours or less and shall be equipped with an elevated sighting tower staffed with two observers; the observers shall sight turtles within 100 feet of the transect. Every time a turtle is spotted, the species, size class

(adult or juvenile), time, distance and direction from transect, and GPS coordinates shall be recorded.

DELIVERABLES:

All data shall be maintained in a Microsoft Excel spreadsheet and reports shall be submitted in Microsoft Word. All reports shall be submitted to the COUNTY within 15 days of the end of the quarter, in both hard copy and electronic format, and shall summarize:

- weather conditions and visibility
- number of turtles spotted
- turtle distribution throughout the project areas
- turtle species and size class distribution

Cumulative reports shall be submitted once per year as described by **Exhibit B**.

An electronic version of the Excel spreadsheet shall be included with each report submission, and shall include:

- survey date
- beginning and end coordinates of each transect
- start and end times of each transect
- coordinates and distance and direction off transect for each sighting
- time of each sighting
- species and size class of each sighting

All GPS coordinates shall be submitted in latitude/longitude decimal degrees.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in **Exhibit A** consists of specific completion tasks which shall be clearly identified on a task-by-task basis upon submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

- "Deliverables" shall be defined as reports and data files as described in **Exhibit A**.

TASK 1

Task(s) to be Completed: Monitoring event for spring 2008

Completion Time: July 15, 2008

Compensation for spring 2008 monitoring event: \$ 2,838.00

Deliverable(s) Required: Report for spring 2008 monitoring event as set forth in **Exhibit A**

TASK 2

Task(s) to be Completed: Monitoring event for summer 2008

Completion Time: October 15, 2008

Compensation for summer 2008 monitoring event: \$ 2,838.00

Deliverable(s) Required: Report for summer 2008 monitoring event as set forth in **Exhibit A**

TASK 3

Task(s) to be Completed: Monitoring event for fall 2008

Completion Time: January 15, 2009

Compensation for fall 2008 monitoring event: \$ 2,838.00

Deliverable(s) Required: Cumulative report for all monitoring events as set forth in **Exhibit A**

TASK 4

Task(s) to be Completed: Monitoring event for winter 2009

Completion Time: April 15, 2009

Compensation for winter 2009 monitoring event: \$ 2,923.00

Deliverable(s) Required: Report for winter 2009 monitoring event as set forth in **Exhibit A**

TASK 5

Task(s) to be Completed: Monitoring event for spring 2009

Completion Time: July 15, 2009

Compensation for spring 2009 monitoring event: \$ 2,923.00

Deliverable(s) Required: Report for spring 2009 monitoring event as set forth in **Exhibit A**

TASK 6

18

Task(s) to be Completed: Monitoring event for summer 2009
Completion Time: October 15, 2009
Compensation for summer 2009 monitoring event: \$ 2,923.00
Deliverable(s) Required: Report for summer 2009 monitoring event as set forth in **Exhibit A**

TASK 7

Task(s) to be Completed: Monitoring event for fall 2009
Completion Time: January 15, 2010
Compensation for fall 2009 monitoring event: \$ 2,923.00
Deliverable(s) Required: Cumulative report for all monitoring events as set forth in **Exhibit A**

TASK 8

Task(s) to be Completed: Monitoring event for winter 2010
Completion Time: April 15, 2010
Compensation for winter 2010 monitoring event: \$ 3,011.00
Deliverable(s) Required: Report for winter 2010 monitoring event as set forth in **Exhibit A**

TASK 9

Task(s) to be Completed: Monitoring event for spring 2010
Completion Time: July 15, 2010
Compensation for spring 2010 monitoring event: \$ 3,011.00
Deliverable(s) Required: Report for spring 2010 monitoring event as set forth in **Exhibit A**

TASK 10

Task(s) to be Completed: Monitoring event for summer 2010
Completion Time: October 15, 2010
Compensation for summer 2010 monitoring event: \$ 3,011.00
Deliverable(s) Required: Report for summer 2010 monitoring event as set forth in **Exhibit A**

TASK 11

Task(s) to be Completed: Monitoring event for fall 2010
Completion Time: January 15, 2011
Compensation for fall 2010 monitoring event: \$ 3,011.00
Deliverable(s) Required: Cumulative report for all monitoring events as set forth in **Exhibit A**

TASK 12

Task(s) to be Completed: Monitoring event for winter 2011
Completion Time: April 15, 2011
Compensation for winter 2011 monitoring event: \$ 3,101.00
Deliverable(s) Required: Report for winter 2011 monitoring event as set forth in **Exhibit A**

TASK 13

Task(s) to be Completed: Monitoring event for spring 2011
Completion Time: July 15, 2011
Compensation for spring 2011 monitoring event: \$ 3,101.00

Deliverable(s) Required: Report for spring 2011 monitoring event as set forth in **Exhibit A**

TASK 14

Task(s) to be Completed: Monitoring event for summer 2011

Completion Time: October 15, 2011

Compensation for summer 2011 monitoring event: \$ 3,101.00

Deliverable(s) Required: Report for summer 2011 monitoring event as set forth in **Exhibit A**

TASK 15

Task(s) to be Completed: Monitoring event for fall 2011

Completion Time: January 15, 2012

Compensation for fall 2011 monitoring event: \$ 3,101.00

Deliverable(s) Required: Cumulative report for all monitoring events as set forth in **Exhibit A**

TASK 16

Task(s) to be Completed: Monitoring event for winter 2012

Completion Time: April 15, 2012

Compensation for winter 2012 monitoring event: \$ 3,194.00

Deliverable(s) Required: Cumulative report for all monitoring events as set forth in **Exhibit A**

**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Inwater Research Group, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 2nd day of April, 2001, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Michael Bresette, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 16th day of April, 2008.



Dean A. Bagley
(Signature)

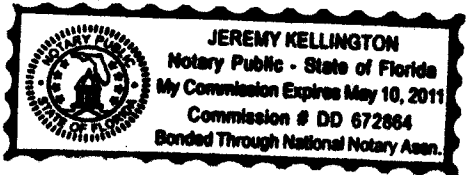
Dean A. Bagley, Secretary
(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 16 day of April, 2008, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced 08 as identification and who did take an oath.

[Signature]
(Notary Signature)

Jeremy Kellington 21
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:
May 10/2011



Attachment 2

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the ___ day of _____, 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and InWater Research Group, Inc. 4160 NE Hyline Drive, Jensen Beach, FL 34957, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-1090322.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services and in-water sea turtle monitoring in the area of Lake Worth Lagoon, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The COUNTY'S representative/liasion during the performance of this Contract shall be Richard E. Walesky, telephone no. 561-233-2400.

The CONSULTANT'S representative/liasion during the performance of this Contract shall be Michael Bresette, telephone no. 772-349-5905.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon receipt of the COUNTY's written Notice to Proceed and complete all services by January 15, 2011. Each sampling event described in **Exhibit A** shall be authorized by a Notice to Proceed, as funding is secured.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibits A and B**.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Eighty-Eight Thousand, One Hundred, Twenty Dollars (\$88,120). The CONSULTANT will bill the COUNTY in accordance with the schedule of payment set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed

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and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

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

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in **Exhibit A**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

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

The CONSULTANT is encouraged to seek small business enterprises (SBE) for participation in subcontracting opportunities. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. There is no required participation percentage for this Contract.

If the CONSULTANT uses any SBE subcontractors on this project the following provisions shall apply:

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a

primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate holder shall be "Palm Beach County, ATTN: ERM Director, 2300 N Jog Road, 4th Floor, West Palm Beach, FL 33411," or his successor/current address.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- K. **Watercraft Liability** CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.

This coverage requirement may also be satisfied via endorsement to the CONSULTANT'S Commercial General Liability policy with a "CG 24 12 Boats"

endorsement or similar endorsement.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. 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, 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.

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or

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quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and

documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates

or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

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

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director
Department of Environmental Resources Management
2300 N Jog Road, 4th Floor
West Palm Beach, FL 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Michael Bresette
InWater Research Group, Inc.
4160 NE Hyline Drive
Jensen Beach, FL 34957

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 29 – REGULATIONS: LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered.

Remainder of page intentionally left blank.

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 CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

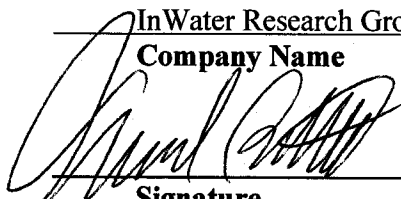
WITNESS:

CONSULTANT:

Wanda Bresette
Signature

InWater Research Group, Inc.
Company Name

Wanda Bresette
Name (type or print)


Signature

Michael Bresette
Typed Name

President/Director
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By _____
Assistant County Attorney

(corp. seal)

**APPROVED AS TO
TERMS AND CONDITIONS**

By Richard E. Walesky
Richard E. Walesky, Director
Department of Environmental Resources Management

EXHIBIT A

SCOPE OF WORK

Population Assessment of Sea Turtles in Lake Worth Lagoon

The purpose of this contract is to provide in-water sea turtle monitoring services to assess sea turtle populations in the Lake Worth Lagoon. This project will enable the COUNTY to address one of the proposed activities in the Lake Worth Lagoon Management Plan which states "research ... should be conducted to understand the extent of utilization of the Lake Worth Lagoon habitat by sea turtles." This project has five objectives:

1. Obtain five (5) years of baseline data on species abundance, size frequencies and sex ratios. These data shall consist of quantitative measurements, used to determine stage-specific abundance, and in the future, to determine recoveries or declines in these populations.
2. Determine Catch per Unit Effort (CPUE) at specific sites in the Lake Worth Lagoon (LWL). This measurement will allow direct comparisons over time within the LWL and with other ongoing research projects throughout the state.
3. Document the prevalence of fibropapillomatosis (FP), a potentially deadly disease that occurs at a high frequency among sea turtles in Indian River Lagoon and Florida Bay.
4. Obtain blood and dietary samples
5. Determine habitat preference of sea turtles within the LWL by collecting GPS coordinates of sighting and captures.

InWater Research Group, Inc. (CONSULTANT), a non-profit organization, has been conducting in-water sea turtle monitoring since 2001, and operate under National Marine Fisheries (NMFS) Permit No. 1462 and Florida Fish and Wildlife Conservation Commission (FWC) Marine Turtle Permit No. 125. All monitoring set forth in this Scope of Work shall be conducted by the CONSULTANT. All data shall be collected, summarized, and submitted to the COUNTY at the end of each task as set forth in **Exhibit B**. The COUNTY may, at its discretion, observe data collection techniques for the purpose of validating compliance with NMFS and FWC guidelines and this contract.

The study area includes the entire Lake Worth Lagoon, in the area located between Little Lake Worth to the north and the Ocean Avenue bridge to the south. The study site (Little Munyon Island) was identified by analyzing stranding records and sighting data provided by the COUNTY, and data collected by IRG since 2005 during Phases I - III of this project. The study site consists primarily of sea grass beds interspersed with deeper holes and hard bottom habitat.

Sampling for this project shall occur during quarterly 3-day sampling periods between April 2008 and December 2010. Each sampling event (task) shall be authorized by a Notice to Proceed, as funding is secured by the COUNTY.

The sampling events shall consist of transects and netting. Transects shall be conducted via boat in areas with favorable netting conditions (ie: little current, low boat traffic, minimal sea grass, minimal marine mammal activity, etc). Every time a turtle is spotted, the species, approximate size, time, location, and GPS coordinates shall be recorded.

If conditions are appropriate, turtles shall be captured by setting a large-mesh tangle net, 150 meters long by 5 meters deep, consisting of 40 cm stretch (knot to knot) multi-filament mesh suspended from a foam core braided polyethylene top line with fixed buoys spaced 3.5 meters apart. The bottom line consists of a small diameter lead core line. Anchors attached to both ends of the net keep it in position and prevent it from drifting. GPS coordinates shall be recorded at each end of the net and the bottom type shall be examined. Every effort shall be made to avoid damaging sea grass beds.

The net shall be deployed by boat and carefully monitored by pulling the net hand over hand every 30 minutes. When turtles encounter the net and become entangled, they shall be quickly removed and placed on the deck of the boat. Before deployment of the net, a visual inspection of the area shall be made to ensure there are no marine mammals nearby. If marine mammals are sighted near the netting site, nets shall either not be deployed or shall be pulled in and netting activity shall cease until the area is clear.

Morphometric data shall be collected for each turtle captured using forestry calipers and a flexible tape. Measurements shall include straight standard carapace length, straight minimum carapace length, straight carapace width, straight plastron length, curved carapace length, curved carapace width, and head width. Inconel # 681 tags shall be applied to the trailing edge of each front flipper and a passive integrated transponder (PIT) tag shall be subcutaneously applied to the right front flipper. Before insertion of any tags, all flippers shall be scanned for the presence of any pre-existing PIT tags. Turtles shall also be weighed and photographed before they are released.

Blood samples from all turtles shall be taken for genetic analysis, sex ratios and disease. They shall be collected within the first five minutes of capture, so as not to bias the samples. Blood shall be drawn from the cervical sinus using a sterile vacutainer with no additive. The area shall be thoroughly sterilized with betadine before needle insertion. A 22 gauge, 1" needle shall be used on small juveniles, while a 22 gauge, 1 1/2" needle shall be used on subadults. The approximately 4 ml of blood collected from each turtle shall be added to a few drops of a lysis buffer (100 mM Tris-HCL, pH 8; 100 mM EDTA, pH 8, 10 mM NaCl; 1.0% SDS) in a 1:10 ratio, gently shaken, and stored it in a cool dark place. This blood shall be used for later mtDNA haplotype analysis to determine the turtle's origin. The remaining blood shall be placed in a sterile vacutainer with lithium heparin and spun for ten minutes in an Adams Physician centrifuge. Plasma shall then be pipetted into a 1.8 ml vial and be held for future testosterone radioimmunoassays to determine sex. If a blood sample cannot be obtained, a 4-mm tissue plug

shall be obtained from the trailing edge of one of the rear flippers adjacent to the first large proximal scute.

Dietary samples shall be extracted from 20 green turtles captured annually via lavage. Turtles shall be held on their back with their posterior end slightly elevated. Seawater shall be pumped through a soft plastic veterinarian's stomach tube, lubricated with vegetable oil and inserted into the mouth and throat area, using a veterinarian's double action pump. The tube shall then be moved back and forth along the length of the esophagus. Tubes shall be selected according to the turtle's size and FP condition. Four tubes shall be used; one for smaller size-class green turtles (20 - 35cm SCL) with FP, another small tube for green turtles that are FP-free, and two tubes for larger turtles (>35cm SCL) identified as FP and FP-free. Food items flushed out of the esophagus and mouth shall be collected in a five-gallon plastic bucket, then be strained through a fine mesh net (mesh ~1mm) and placed into a collection jar. A 4% formalin-seawater solution shall preserve the sample for future analysis. Date, location, and tag numbers of the turtles shall be recorded on the collection jar.

Tumors, associated with FP, shall be measured and recorded on a standardized tumor score sheet. The total tumor score shall be used to assign turtles to severity categories. Seasonal rates and severity of FP shall be analyzed to evaluate possible correlations.

Throughout the processing period, the turtle shall be kept moist with wet towels and pads on the deck of the boat. Turtles with FP shall be kept separate from other turtles and separate sets of measuring and tagging gear shall be used. After all samples and measurements are taken (approximately 25 minutes), the turtle shall be released back into the lagoon near the original capture site. After the release, tagging and measuring equipment shall be disinfected with a bleach solution.

To determine the relative abundance of marine turtles at these study sites, catch per unit effort (CPUE) shall be calculated. Effort is expressed in net kilometer hours (one kilometer of net fished for one hour). CPUE is then calculated using the formula $C/(L*T)$, where C = the number of turtles captured, L = the length of net fished, and T = the amount of time the net was fished. The CPUE data collected at these study sites shall be used to determine seasonal and annual fluctuations in marine turtle abundance.

All blood and dietary samples (including 28 historical blood samples and 20 historical lavage samples) shall be analyzed upon approval from the COUNTY. Lavage samples shall be filtered using a 0.5 mm filter paper and wet weight determined by using a Denver Instrument Company electronic scale to 0.01 gram. After weighing, the samples shall be transferred to a petri dish with a 4 cm x 4 cm grid etched on the bottom (16 1 cm² squares). The samples shall be smoothed to one layer across the grid and examined at 0.79x power using a Bausch & Lomb stereoscope fitted with a 071184 gradicule and the stereoscope ocular fitted with a 1 cm² gradicule with a 10 x 10 grid. The foraging (or prey) item located in the left corner of each odd-numbered square of the gradicule shall be counted (= 50 possible counts per gradicule). A sample that covers the entire 4 cm x 4 cm grid could potentially have an 800-item count (16 squares x 50 counts per gradicule = 800). Prey items shall be identified to the lowest taxonomic

level possible. Prey items shall then be described as percent of sample.

DNA shall be extracted from blood or genetic samples using Qiagen DNeasy tissue extraction kits. A 510-bp portion at the 5' end of the mitochondrial control region shall be amplified using primers LTCM-1 and HDCM-1 and approximately 20 nanograms of template DNA. PCR products shall be run for one hour on a 1% agarose gel to confirm amplification and check for contamination in the negative controls. Following confirmation, PCR products shall be treated with ExoSAP-it to remove unused primers and deoxynucleotides. Treated PCR product shall then be sequenced using Big Dye Terminator chemistry and analyzed on a capillary ABI 3730xl sequencer. Sequences shall be aligned, edited, and compared to named haplotypes using Sequencher, version 2.0. Any samples producing rare or new haplotypes shall be amplified and sequenced a second time to confirm results.

DELIVERABLES:

All data shall be maintained in a Microsoft Excel spreadsheet and reports shall be submitted in Microsoft Word. All reports shall be submitted to the COUNTY within 15 days of the end of the quarter, in both hard copy and electronic format, and shall summarize:

- weather conditions
- distance covered by transect
- number of turtles spotted on transect and off transect
- number of net sets
- number of turtles captured
- species and size class distribution
- health assessment

Reports shall be cumulative and all data collected shall be summarized by phase, by location, by season and by size class. Comparisons shall be made to other nearby populations such as Indian River Lagoon, Florida Bay, the Marquesas, and nearshore reef populations in Florida. The final project report shall include blood and lavage sample analysis.

An electronic version of the Excel spreadsheet shall be included with each report submission, and shall include:

- event dates
 - beginning and end coordinates of each transect or net set
 - start and end times of each transect or net set
 - coordinates and distance and direction off transect for each sighting
 - time of each sighting or capture
 - species and size class of each sighting
 - species, size, FP assessment, and samples collected for each capture
 - tag numbers for each capture
 - number and type of marine mammals, large fish, rays, and sharks captured
- All coordinates shall be submitted in latitude/longitude decimal degrees.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in **Exhibit A** consists of specific completion tasks which shall be clearly identified on a task-by-task basis upon submission to the COUNTY of certain deliverables as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

- Deliverables shall be defined as reports and data files as described in **Exhibit A**.

TASK 1

Task(s) to be Completed: Monitoring event for spring 2008

Completion Time: July 15, 2008

Compensation for spring 2008 monitoring event: \$ 6,743.00

Deliverable(s) Required: Report for spring 2008 monitoring event as set forth in **Exhibit A**

TASK 2

Task(s) to be Completed: Monitoring event for summer 2008

Completion Time: October 15, 2008

Compensation for summer 2008 monitoring event: \$ 6,743.00

Deliverable(s) Required: Report for summer 2008 monitoring event as set forth in **Exhibit A**

TASK 3

Task(s) to be Completed: Monitoring event for fall 2008

Completion Time: January 15, 2009

Compensation for fall 2008 monitoring event: \$ 6,743.00

Deliverable(s) Required: Report for fall 2008 monitoring event as set forth in **Exhibit A**

TASK 4

Task(s) to be Completed: Monitoring event for winter 2009

Completion Time: April 15, 2009

Compensation for winter 2009 monitoring event: \$ 6,945.00

Deliverable(s) Required: Report for winter 2009 monitoring event as set forth in **Exhibit A**

TASK 5

Task(s) to be Completed: Monitoring event for spring 2009

Completion Time: July 15, 2009

Compensation for spring 2009 monitoring event: \$ 6,945.00

Deliverable(s) Required: Report for spring 2009 monitoring event as set forth in **Exhibit A**

TASK 6

Task(s) to be Completed: Monitoring event for summer 2009

Completion Time: October 15, 2009

Compensation for summer 2009 monitoring event: \$ 6,945.00
Deliverable(s) Required: Report for summer 2009 monitoring event as set forth in **Exhibit A**

TASK 7

Task(s) to be Completed: Monitoring event for fall 2009
Completion Time: January 15, 2010
Compensation for fall 2009 monitoring event: \$ 6,945.00
Deliverable(s) Required: Report for fall 2009 monitoring event as set forth in **Exhibit A**

TASK 8

Task(s) to be Completed: Monitoring event for winter 2010
Completion Time: April 15, 2010
Compensation for winter 2010 monitoring event: \$ 7,154.00
Deliverable(s) Required: Report for winter 2010 monitoring event as set forth in **Exhibit A**

TASK 9

Task(s) to be Completed: Monitoring event for spring 2010
Completion Time: July 15, 2010
Compensation for spring 2010 monitoring event: \$ 7,154.00
Deliverable(s) Required: Report for spring 2010 monitoring event as set forth in **Exhibit A**

TASK 10

Task(s) to be Completed: Monitoring event for summer 2010
Completion Time: October 15, 2010
Compensation for summer 2010 monitoring event: \$ 7,154.00
Deliverable(s) Required: Report for summer 2010 monitoring event as set forth in **Exhibit A**

TASK 11

Task(s) to be Completed: Monitoring event for fall 2010
Completion Time: January 15, 2011
Compensation for fall 2010 monitoring event: \$ 7,154.00
Deliverable(s) Required: Report for fall 2010 monitoring event as set forth in **Exhibit A**

TASK 12

Task(s) to be Completed: Analysis of DNA Samples \$ 8,120.00
Deliverable(s) Required: Report summarizing DNA Sample Analysis as set for in **Exhibit A**

TASK 13

Task(s) to be Completed: Analysis of Lavage Samples \$ 3,375.00
Deliverable(s) Required: Report summarizing Lavage Sample Analysis as set for in **Exhibit A**

**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Inwader Research Group, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 2nd day of April, 2001, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Michael Bresette, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 15th day of April, 2008.

Dean A. Bagley
(Signature)

Dean A. Bagley, Secretary
(Print Signatory's name & title)

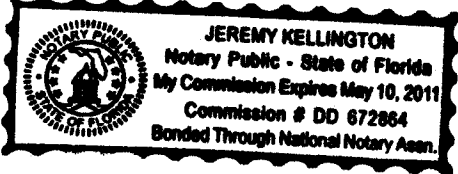
(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 16 day of April, 2008, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

[Signature]
(Notary Signature)

Jeremy Kellington 41
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:
May 10/2011



Attachment 3

MAR. 19. 2008 10:01AM RICK CARROLL NO. 1988 P. 2
ACORD CERTIFICATE OF LIABILITY INSURANCE Date (mm/dd/yyyy) 03/19/2008

PRODUCER (772)334-3181 FAX (772)334-7742
 Rick Carroll Insurance Agency
 2160 N.E. Dixie Highway
 P.O. Box 877
 Jensen Beach, FL 34958-0877

INSURED Inwater Research Group, Inc
 DBA: not for profit corp
 4160 NE Hyline Drive
 Jensen Beach, FL 34957

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIC ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Insurance Co	
INSURER B:	
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. NOTWITH ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR ISSR	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	4000004755081	02/02/2008	02/02/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	4000004755081	02/02/2008	02/02/2009	1,000,000 EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PROFESSIONAL LIABILITY IS ON A CLAIMS BASED OCCURENCE WITH A RETRO ACTIVE DATE OF 2/3/05
 Palm Beach County is named as an additional insured

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Attn: Carly 333 Belvedere Rd West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE L. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Keith Carroll/BKD <i>Keith Carroll</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MAR 19 2008 10:02AM RICK CARROLL NO. 1986 P. 4
ACORD CERTIFICATE OF LIABILITY INSURANCE
 PRODUCER (772)334-3181 FAX (772)334-7742
 Rick Carroll Insurance Agency
 2160 N.E. Dixie Highway
 P.O. Box 877
 Jensen Beach, FL 34958-0877
 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIC ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
 INSURERS AFFORDING COVERAGE NAIC #
 INSURER A: Great American Insurance Co 16691
 INSURER B: Great American Insurance Co 16691
 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, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> P & I <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	OMH495663500/BOAT	11/28/2007	11/28/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	WATERCRAFT LIABILITY				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYE \$ EL DISEASE - POLICY LIMIT \$
B	OTHER POLLUTION	OMH349184500	11/28/2007	11/28/2008	\$800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 certificate holder is listed as an additional insured
 2004 24 Fiberglass Research Vessel w/90hp Motor Hull cvrg amnt:\$15,000: P-I cvrg amnt:\$1,000,000
 Deductible \$1500 Name Carolina Skiff
 BI LIMIT \$1,000,000. BI/PD DEDUCTIBLE 1500.00

CERTIFICATE HOLDER Palm Beach County Board of County Commissioner Attn: Carly 333 Belvedere Rd West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE L BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Keith Carroll/BKD <i>Keith Carroll</i>
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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INWATER RESEARCH GROUP INC.

Carley De Maye
Palm Beach County DERM
3323 Belvedere Rd. Bldg 502
West Palm Beach, FL 33406

April 25, 2006

To Whom It May Concern:

Please see below for a list of current officers of Inwater Research Group, Inc. involved in the Lake Worth Lagoon Sea Turtle Project. All employees of this corporation are officers and their titles are listed below. These officers are the only employees of Inwater Research Group; therefore, workman's compensation insurance is not required. Please see attached waivers signed by these officers. If there are any questions concerning this matter, please contact me at your convenience.

Sincerely,

Michael Bresette
Director/President

Michael Bresette – Director/President
Jonathan Gorham – Director/Vice President
Dean Bagley – Vice President/Secretary
Blair Witherington – Vice President of Scientific Advisory Committee

