

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 13, 2009 Consent Regular
 Workshop Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Contract with the Loggerhead Marinelifelife Center of Juno Beach in the not-to-exceed amount of \$592,365 for sea turtle monitoring services in association with the Juno Beach Shoreline Protection Project and the Jupiter Carlin Shoreline Protection Project, expiring December 31, 2011; and,

B) authorize the County Administrator or his designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and necessary minor amendments that do not change the scope of work or terms and conditions of the Contract.

Summary: Environmental permits issued by state and federal agencies for the Juno Beach Shoreline Protection Project, scheduled for January 2009, and the two Jupiter Inlet Maintenance Dredging Projects, conducted in winter 2007/2008, require specific monitoring activities to assess the impact of the beach nourishment on sea turtles for one nesting season pre-construction and three nesting seasons post-construction; similar conditions are expected for the Jupiter Carlin Shoreline Protection Project, scheduled for winter 2010/2011. The Loggerhead Marinelifelife Center of Juno Beach will conduct all permit-required sea turtle monitoring for these projects. The contract is funded from a combination of tourist development taxes, interest and balance forward, and ad valorem funds. The Contract is effective upon execution by both parties and expires December 31, 2011.

Background and Justification: The Loggerhead Marinelifelife Center, a private, non-profit corporation, has gathered sea turtle nesting data under contract with the County since 1997 and brings an unparalleled level of experience to this project. Duties include mapping the location of all turtle crawls daily, analysis of hatchling emergence success, mapping the location of the mean high water line and toe of dune, visual beach surveys to document escarpment formation, and shorebird surveys. The scope of work associated with this is a direct result of special conditions included in the state and federal environmental permits issued for both shoreline protection projects. A comparison of costs for County staff versus contractual services has determined that contracting out all sea turtle monitoring services in these project areas is the most efficient and economical manner for evaluating these projects. As permit-required monitoring, approximately 51% of the total contract cost will eligible for cost sharing from the Florida Department of Environmental Protection and the United States Army Corps of Engineers under funding contracts currently in development; an additional 8% of the total contract cost will be eligible for reimbursement through existing interlocal agreements with the Florida Inland Navigation District and the Jupiter Inlet District.

Attachment:

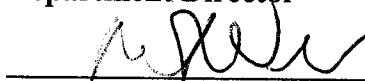
1. Contract

Recommended by:


 Department Director

12/24/08
 Date

Approved by:


 County Administrator

12/24/08
 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures					
Operating Costs	<u>135,627</u>	<u>178,446</u>	<u>183,800</u>	<u>41,110</u>	<u> </u>
External Revenues	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>135,627</u>	<u>178,446</u>	<u>183,800</u>	<u>41,110</u>	<u> 0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> 0</u>	<u> 0</u>	<u> 0</u>	<u> 0</u>	<u> 0</u>
Is Item Included in Current Budget?	Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/>		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

B. Recommended Sources of Funds/Summary of Fiscal Impact

3652-381-MO45-3120	Jupiter Carlin Shoreline Protection	\$153,521
3652-381-MO28-3120	Juno Beach Shoreline Protection	\$438,844

*optional tasks not included in five year summary of fiscal impact but are included in the not to exceed contract cost and the recommended sources of fiscal impact

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

John D. ... 12-24-08
 OFMB *12/19/08* *12/18/08* *12/18/08* *12/18/08*
 Contract Administrator *John J. ... 12/18/08*

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Mark ...
 Assistant County Attorney

C. Other Department Review:

 Department Director

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 19th day of December 2009, 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 the Loggerhead Marineline Center, Inc., 14200 US Highway One, Juno Beach, FL 33408 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 59-2445926.

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 in the area of daily sea turtle monitoring in association with the Juno Beach Shore Protection Project, 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 Nanette Lawrenson, telephone no. 561-627-8280.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon receipt of the COUNTY's written Notice to Proceed and complete all services by December 31, 2011. Services shall be completed in accordance with their applicable schedules.

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 Five Hundred Ninety Two Thousand, Three Hundred Sixty Five Dollars (\$592,365). 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 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 cause immediately upon written notice to the CONSULTANT's representative and may be terminated, in whole or in part, by the COUNTY without cause upon written notice to CONSULTANT provided prior to January 1 of each year for the work scheduled to commence on March 1 of that year. 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.

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, gender identity or expression.

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
Attn: ERM Attorney
301 North Olive Ave, 6th Floor
West Palm Beach, FL 33401

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

Nanette Lawrenson
Loggerhead Marineline Center, Inc.
14200 US Highway One
Juno Beach, FL 33408

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: _____
John F. Koons, Chairman

WITNESS:

CONSULTANT:

Navette Laurensen
Signature

NAVETTE LAURENSEN
Name (type or print)

Loggerhead Marineline Center, Inc.
Company Name

Raymond E. Granillo
Signature

Raymond E. Granillo
Typed Name

President
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 PALM BEACH COUNTY SEA TURTLE MONITORING – NORTH COUNTY

In support of State and Federal permit requirements issued to Palm Beach County for the Jupiter Carlin and Juno Beach Shore Protection Projects, Palm Beach County's Department of Environmental Resources Management intends to contract with the Loggerhead Marinelifelife Center, Inc. of Juno Beach (LMC) to provide sea turtle monitoring services. The LMC has over 20 years of experience conducting sea turtle monitoring and research throughout Florida. The LMC (hereafter referred to as the CONSULTANT) provides a beneficial combination of resources and skills to fulfill the monitoring needs for Palm Beach County (COUNTY).

The CONSULTANT shall monitor sea turtle nesting along the beaches from the Jupiter Inlet south to the north boundary of John D. MacArthur Beach State Park. The area has been divided into two beaches for historical monitoring consistency. Monitoring of the two beaches will be done according to COUNTY established criteria, as set forth in this Scope of Work. In order to provide cost calculations for the various permit requirements of each shore protection project area, the beach into two segments:

- A. Segment 1 – Jupiter Inlet to the south property boundary of the Jupiter Reef Club (1.56 miles)
- B. Segment 2 – the south property boundary of the Jupiter Reef Club to the north boundary of John D. MacArthur Beach State Park (6 miles)

The costs for the various tasks and services described in this Scope of Work are provided in Attachment A.

The CONSULTANT shall obtain all Florida Fish and Wildlife Conservation Commission (FWC) permits required for sea turtle monitoring. All standard sea turtle permit required reports shall be submitted to FWC by the CONSULTANT. The CONSULTANT shall utilize trained and experienced staff to conduct all monitoring activities. The CONSULTANT shall provide a list of staff members listed on the Marine Turtle Permit and their relevant qualifications to the COUNTY with the first invoice of each year. All data shall be collected and entered into a computerized data management system, quality control and assurance conditions satisfied, and then submitted to the COUNTY as set forth in the Scope of Work. All data entered will be summarized by the CONSULTANT in an annual report. The COUNTY may, at its discretion, conduct independent surveys and observe data collection and analysis techniques for the purpose of comparing and validating compliance with FWC guidelines and this contract. Proven and unjustifiable discrepancies of more than 10% on 10% of observations on a given day may be cause for contract termination.

All sea turtle crawl data shall be entered into the COUNTY's web-based data management system (database). The COUNTY shall provide training on use of the database and will provide the necessary technical support, but not the equipment or software necessary to operate the database. In the event the COUNTY's database fails to function as designed, the CONSULTANT and the COUNTY shall determine mutually agreeable alternatives for data

management and reporting. All data collected in the field shall be recorded on printed survey forms, approved by the COUNTY, with the fields further described for each Task. All physical beach monitoring data shall be compiled, stored, and submitted as outlined in each Task.

In order to maintain consistency in data collection techniques, the CONSULTANT shall be provided a set of COUNTY sea turtle monitoring guidelines, containing specific definitions and monitoring criteria. The CONSULTANT shall be required to follow the same methodology unless written approval has been given for alternate methods. The CONSULTANT (including all monitoring staff) shall also be required to attend an early season consistency meeting with COUNTY staff. Additional training and/or clarification of monitoring criteria shall be provided as necessary.

The following tasks shall be performed:

Task 1: Daily Nesting Surveys and Beach Monitoring

Daily surveys for sea turtle monitoring activity shall be conducted for all zones between March 1 and September 30. Locations of all crawls are to be collected with the use of a real-time corrected, differential GPS unit (DGPS) with sub-meter accuracy. Alternately, upon approval from the COUNTY, locations of non-nesting emergences and unmarked nests may be collected with a WAAS enabled handheld GPS unit. GPS data shall be uploaded to the database within one week of data collection and examined for accuracy of content and position and for real-time correction. If necessary, data may be post-processed to obtain sub-meter accuracy using a base station approved by the COUNTY. Each occurrence where post-processing is necessary, as well as the steps taken to identify and resolve the problem, shall be reported to the COUNTY with the appropriate monthly data submittal.

The following parameters shall be recorded for each crawl encountered on a daily survey form approved by the COUNTY:

- A. Date
- B. Survey zone
- C. Species of turtle
- D. Crawl type
- E. Estimated distance from the egg chamber or landward extent of the non-nesting emergence to the high water line
- F. Estimated distance from the egg chamber or landward extent of the non-nesting emergence to the toe of dune
- G. Number of abandoned body pits
- H. Number of abandoned egg chambers
- I. Any obstructions (natural or man-made) encountered by the turtle and the turtle's response to that obstruction

Additionally, each nest record must contain a designation of marked/staked (yes/no) and clutch located (yes/no). If the nest is marked, a unique nest identification number must be assigned according to the COUNTY's naming convention (species, date, marked nest number {for the

day, in that zone, expressed as a letter}, beach; example: CC-060308-4B-JC is the second marked nest on June 3, 2008 in survey zone 4 at Jupiter Carlin).

If authorized by the FWC Marine Turtle Permit, nests may be relocated for conservation purposes, in accordance with FWC guidelines. All relocated nests must be marked for evaluation, regardless of species or marking rotation. Relocated nests shall be identified by the addition of "R" after the marked nest number (example: CC-060308-4BR-JC).

Zone boundary markers will be maintained by the CONSULTANT in the dune at historical locations within the entire survey area, and maintained throughout the nesting season.

Frequency: Daily from March 1 through September 30.

Data Reporting: Each crawl record, including all parameters mentioned above, shall be entered into the COUNTY's database within one business day of collection. If the database is malfunctioning, the CONSULTANT will immediately notify the COUNTY. Raw datasheets are to be provided to the COUNTY with the appropriate monthly data submittal. All original or post-processed Trimble crawl datafiles shall be submitted with the appropriate monthly data submittal. Any crawl location that cannot be corrected through real-time or post-processing shall be reported to the COUNTY with the appropriate monthly data submittal.

Weekly Shorebird Surveys

A weekly survey for shorebird activity shall be conducted for all zones between April 1 and August 30. Shorebird surveys shall be conducted independently of all sea turtle nesting survey activities and in accordance with FWC guidelines. The following parameters shall be recorded for each shorebird observance on a shorebird survey form approved by the COUNTY:

- A. Date of survey
- B. Start and end time of survey
- C. Weather conditions during survey
- D. Survey zone
- E. Species of shorebird
- F. Number
- G. Activity
 - a. Loafing
 - b. Feeding
 - c. Nesting
 - d. Courtship behavior

If nesting activities are observed, the CONSULTANT must notify the COUNTY within 12 hours. The COUNTY, in consultation with FWC, will then decide if protective action must be taken. Credentials of all staff conducting shorebird surveys must be submitted to and approved by the COUNTY and the FWC Regional Biologist prior to April 1.

Frequency: Once a week from April 1 to August 30.

Data Reporting: All shorebird activity shall be summarized in an Excel spreadsheet or Access database, as directed by the COUNTY, and submitted with the appropriate monthly data submittal.

Escarpment Mapping

Weekly visual surveys for escarpment formation shall be conducted for the entire survey area. Escarpments steeper than 60° that exceed 18 inches in height for a distance of 100 feet or greater shall be mapped as a line feature with DGPS. The average height of any escarpments meeting the above criteria shall be estimated and the maximum height measured. These data shall be recorded on printed data forms approved by the COUNTY.

Frequency: Weekly from March 1 to September 30.

Data Reporting: A summary of all surveys, including date and time, environmental conditions (winds, tide, and sea state), zone, average height, and maximum height and length of the escarpments (as a Microsoft Excel file), as well as GIS line features of escarpments (as ArcMap shapefiles in NAD83, Florida East) and the original Trimble datafiles shall be included with each monthly data submittal.

High Water Line and Toe of Dune Mapping

Each month (during typical, non-storm conditions), the most recent high water line shall be mapped with DGPS for the entire survey area. In July (during typical, non-storm conditions), the toe of the dune or seaward vegetation line shall be mapped once with DGPS for the entire survey area.

Frequency: Monthly from March 1 to September 30 (for high water line) and once between July 1 and July 31 (for toe of dune).

Data Reporting: GIS line features of the high water line and toe of dune (as ArcMap shapefiles in NAD83, Florida East) and the original Trimble datafiles shall be included with the appropriate monthly data submittal.

Task 2: Nest Evaluations and Monitoring

Selected nests shall be located, marked, tracked throughout the incubation period, and nest contents evaluated, if applicable. Nests shall be marked approximately 2 feet west of the egg chamber using a 2 foot (or larger) wooden stake. An additional wooden stake shall be placed at the toe of the dune in the dune vegetation. Precise measurements (distance and bearing) shall be made to the dune stake and recorded on the datasheet. If nest poaching occurs, an alternate staking method, proposed by the CONSULTANT and approved by the COUNTY, shall be implemented in high-risk poaching areas.

The clutch for each marked nest shall be located by digging a maximum of 10 narrow holes. If the clutch is not found, the approximate location shall be marked and monitored throughout the incubation period.

The nest marking rotation for each species within each beach segment (defined above) shall be developed in consultation with the COUNTY prior to the start of each sea turtle nesting season. The goal shall be to randomly mark a sufficient number of loggerhead nests in order to evaluate a statistically meaningful number of nests in the fill and non-fill areas (approximately 125 per treatment). The nest marking protocol shall take into account variable nesting densities in the fill and non-fill areas to ensure similar sample sizes for each treatment. Historic and predicted trends shall be used to formulate the protocol. A running count shall be maintained and the beach shall be surveyed in the same direction each day to ensure randomization. By June 15 of each nesting season, current data shall be compared to predictions and, as necessary, adjustments made to the marking protocol to ensure a sufficient number of evaluated nests.

When sufficient numbers of nests are available, the following minimum numbers of nests shall be marked for each species:

- A. Segment 1
 - a. Loggerhead – 300
 - b. Green – 65
 - c. Leatherback – 25
- B. Segment 2
 - a. Loggerhead – 300
 - b. Green – 250
 - c. Leatherback – 100

If fewer nests are available, all nests shall be marked.

In addition to the nest marking schedule, any nest, regardless of species or marking rotation, laid in a vehicle access or within 10 feet of a lifeguard tower, shall be marked for protection purposes. To identify these nests as protected (unless they would have been marked as part of the marking rotation), they shall be assigned a nest ID as described in Task 1, with the addition of "P" after the marked nest number (example: CC-060308-4BP-JC). These nests shall be checked daily for the parameters mentioned below, but shall not be evaluated for reproductive success. All stakes shall be removed either 72 hours post-emergence or after 70 days post-deposition, whichever occurs first. All protected nests shall be assigned a nest fate of "Protected".

Every marked nest shall be checked daily for:

- A. Presence of nest stakes – if the nest stake is missing, the stake shall be reset, that day, using either the distance and bearing information recorded in the database or GPS coordinates, unless continued stake loss due to ongoing, extreme tidal events is likely
- B. Evidence of overwash – overwash events shall be categorized as to severity using the following criteria:
 - a. 1 = overwash over the egg chamber but less than 1 meter west of the egg chamber
 - b. 2 = overwash extent greater than 1 meter west of the egg chamber
- C. Evidence of predation – all depredation events, by a mammalian predator or nesting turtle, that involve loss of eggs (not just loss of hatchlings) shall be recorded using the following parameters:

- a. Predator species
- b. Number of eggs lost
- c. Time of depredation
 - i. Pre-hatchling emergence
 - ii. Post-hatchling emergence

All predated nests shall be assigned a fate of "Predated" on the first instance of egg loss, even if viable eggs remain intact; these nests shall not be evaluated. Depredation events by non-mammalian predators, such as crabs, birds, or ants, shall be recorded only in the comments section; these nests shall be evaluated. If hatchlings are depredated after leaving the chamber, but before entering the water, the number of depredated hatchlings and the predator, shall be recorded in the comments section; these nests shall be evaluated.

- D. Evidence of hatchling emergence – each marked nest, older than 45 days post-deposition, shall be checked daily for hatchling emergence. If emergence is noted, the estimated number of emerged hatchlings shall be recorded.
- E. Evidence of disorientation – all hatchling emergences (not just those from marked nests) shall be evaluated for disorientation. A disorientation report shall be completed for any amount of disoriented hatchlings. All disorientation events shall be recorded on the FWC Marine Turtle Disorientation Incident Report form and faxed or emailed to the COUNTY and FWC within 24 hours of observation; the original form shall be mailed to FWC within one week of observation.

All appropriate information shall be recorded daily on a nest inspection datasheet (automatically generated by the database).

For each marked nest, the following parameters shall be recorded on a hatch success form approved by the COUNTY:

- A. Number of hatched eggs
- B. Number of unhatched eggs
- C. Number of pipped live eggs
- D. Number of pipped dead eggs
- E. Number of live hatchlings
- F. Number of dead hatchlings
- G. Number of spacer eggs
- H. Depth to the top of the chamber (inches)
- I. Depth to the bottom of the chamber (inches)

Each marked nest shall be assigned a fate according to the following codes:

- A. Hatched (H) – hatched, eggs found
- B. Hatched, emergence not observed (HNO) – hatched, emergence not observed, eggs found
- C. Predated (PD) – predated, any number of eggs lost
- D. Protected (PR) – marked solely for protection or project purposes
- E. Poached (PV) – poached, any number of eggs lost
- F. Washout (WO) – eroded prior to anticipated or actual emergence, any number of eggs lost

- G. Lost (L) – not evaluated due to erosion after anticipated or actual emergence or proximity to a viable nest, all marking stakes removed and GPS coordinates unavailable, etc
- H. Could Not Locate (CNL) – eggs unable to be located
- I. Scavenged (SCV) – predated after hatchling emergence, any number of eggs lost
- J. Turtle Scattered (TS) – eggs scattered by nesting female, any number of eggs lost

If a nest fate of "Lost" is assigned, an explanation of the circumstances must be entered into the comments section (example: nest eroded on 9/21 from Hurricane Xavier at 74 days post-deposition). If hatchling emergence is not observed after 70 days (80 days for leatherbacks), the nest site shall be excavated to locate the clutch. A nest fate of "Could Not Locate" may only be used after a 4'x4'x4' area has been excavated. All relocated nests must be marked and evaluated, regardless of species or marking rotation.

Frequency: Daily from March 1 until the last marked nest is evaluated.

Data Reporting: Each nest inspection event and hatch success record, including the above mentioned parameters, shall be entered into the COUNTY's database within one business day of collection. Raw nest inspection sheets and hatch success datasheets are to be provided to the COUNTY with the appropriate data submittal.

Task 3: Compaction

Once prior to April 30, the CONSULTANT shall take sediment compaction readings at each DEP survey monument and half-monument throughout the survey area. Three sampling stations shall be established on each transect at high, mid, and low beach between the toe of the dune and the high water line. If less than 50 feet of dry beach are present, the sampling stations may be reduced to only high and low beach. In areas of existing dune restoration projects, compaction stations shall also be established at the mid-dune face and seaward base of the dune (in the fill). At each station, five (5) replicate sediment compaction measurements shall be made using a cone penetrometer at three (3) depths (0-6", 6-12", and 12-18"); the sand shall be excavated from the sampling station between each depth reading. Penetrometers will not be provided by the COUNTY. All compaction data (transect ID, beach position, sampling depth, and compaction measurements {in cpu}) shall be recorded on a compaction monitoring datasheet provided by the COUNTY. All compaction data shall be entered into an Access database by the COUNTY.

Frequency: Once prior to April 30.

Data Reporting: The raw compaction datasheets shall be included with the appropriate monthly data submittal.

Task 4: Survey Zone Characterization

In July (during typical, non-storm conditions), a digital photograph of at least 2 megapixel resolution shall be taken at each survey zone marker. These photos shall be taken facing north, west, and south (total of three photos per zone marker) while standing at the high water line at

each zone marker and should be representative of the typical conditions in that survey zone. All photographs shall be labeled by zone marker, direction, and date (example: 1JC_south_yymmdd).

Frequency: Once between July 1 and July 31.

Data Reporting: Digital photographs shall be submitted in .jpg format with the appropriate data submittal. Photos shall be in focus and free of glare in order to properly characterize beach conditions.

Task 5: Program Management, Quality Assurance/Quality Control, and Reporting

All raw data reporting forms shall be checked for accuracy and clarity by a CONSULTANT supervisor or senior staff member and all problems resolved within one business day of data collection. Data shall be entered into the COUNTY's database and each entry verified for accuracy by two (2) different people within four (4) weeks of data collection. Persons performing data entry and all verification checks shall initial and date each raw datasheet. Alternative methods for data verification and quality assurance may be implemented by the CONSULTANT if approved in advance by the COUNTY.

A summary of all problems encountered associated with any task and problem resolution shall be included with each monthly data submittal.

Task 6: Annual Report

Two hard copies and one electronic copy (in Microsoft Word and Excel format) of a final annual report for each segment shall be prepared by the CONSULTANT and submitted to the COUNTY by December 31. This data summary shall include the following in tabular, graphic, and/or written form, as applicable:

- A. A description of the study area and data collection methods
- B. Labeled photos of each survey zone depicting typical beach conditions
- C. The total number of crawls (by type) for each species in each zone
- D. A summary of overwash events and a correlation of number of overwash events as compared to hatchling emergence success by beach type (fill, non-fill)
- E. The total number of nests of each species evaluated for reproductive success in each zone
- F. A summary of the following parameters by zone and species:
 - a. Clutch size
 - b. Hatched eggs
 - c. Unhatched eggs
 - d. Pipped dead eggs
 - e. Pipped live eggs
 - f. Live hatchlings
 - g. Dead hatchlings
 - h. Spacer eggs
 - i. Hatch success

- j. Emergence success
- G. A summary of the number of nests, by species, lost to erosion or affected by predation in each zone
- H. A summary of compaction monitoring
- I. A summary of shorebird data by zone
- J. A summary of protected nests by zone
- K. A brief description and explanation of any problems encountered or unusual events (hurricanes, erosion, construction, etc) that may have affected data collection efforts or results
- L. A comparison of key data to previous years
- M. A summary of construction activities, if applicable
- N. Recommendations for future monitoring activities to improve the quality of the COUNTY's sea turtle program

Deliverables and Invoices

All deliverable reports or data submittal and invoices shall be submitted by no later than the fifteenth (15th) of each month following the month of data collection unless a date certain is provided for herein in order for CONSULTANT to receive payment from the COUNTY.

OPTIONAL TASKS: Special Project and Construction Related Monitoring

In addition to the standard sea turtle monitoring work described above, the COUNTY may authorize the CONSULTANT to provide the following special project monitoring according to the cost schedule in Attachment A. Each optional task shall be authorized by a separate Notice to Proceed.

Optional Task A: Pre-construction Meeting for the Juno Beach Shoreline Protection Project

If shoreline protection activities will occur during the period from March 1 to April 30, the CONSULTANT shall attend the pre-construction meeting.

Frequency: Once prior to project initiation.

Data Reporting: A copy of the pre-construction attendance sheet shall be provided to the COUNTY with the appropriate monthly data submittal.

Optional Task B: Nighttime Monitoring and Nest Relocation Associated with the Juno Beach Shoreline Protection Project

If shoreline protection activities will occur during the period from March 1 to April 30, daily nighttime surveys for nesting activity shall occur beginning March 1 and continue through project completion, or April 30, whichever is later. Nesting surveys shall be conducted hourly

from 9:00 PM to 6:00 AM, as described in Permit No. 0276415-001-JC. Nests deposited in areas that will be directly affected by shoreline protection activities shall be relocated to a nearby area that will not be affected by shoreline protection activities, regardless of species or marking rotation. All relocated nests shall be marked as described in Task 1, checked daily as described in Task 2, and evaluated for reproductive success as described in Task 2, regardless of species or marking rotation. The CONSULTANT shall be responsible for all coordination with the dredging contractor.

Frequency: Daily from March 1 through project completion or April 30, whichever is later.

Data Reporting: Observer, start and end time of each hourly survey, and number and type of turtle crawls encountered (by zone) shall be recorded on a datasheet approved by the COUNTY. Raw datasheets shall be submitted to the COUNTY weekly by fax or email. All nighttime survey information shall be summarized in an Excel spreadsheet, as directed by the COUNTY, and submitted with the appropriate monthly data submittal. Data reporting for relocated nests shall occur in accordance with Tasks 1 and 2.

Optional Task C: Early Season Nest Relocation for the Juno Beach Shoreline Protection Project

If shoreline protection activities will occur during the period from March 1 to April 30, nests deposited in areas that will be directly affected by shoreline protection activities shall be relocated to a nearby area that will not be affected by shoreline protection activities, as described in Permit No. 0276415-001-JC, regardless of species or marking rotation. All relocated nests shall be marked as described in Task 1, checked daily as described in Task 2, and evaluated for reproductive success as described in Task 2, regardless of species or marking rotation. The CONSULTANT shall be responsible for all coordination with the dredging contractor.

Frequency: Daily from March 1 through project completion.

Data Reporting: Data reporting shall occur in accordance with Tasks 1 and 2.

Optional Task D: Mark and Avoid Activities for the Juno Beach Shoreline Protection Project

If shoreline protection activities will occur during the period from March 1 to April 30, nests deposited in areas where construction has ceased or will not occur for 65 days, shall be marked and left in situ as described in Permit No. 0276415-001-JC, regardless of species or marking rotation. All nests shall be marked as described in Task 1, with the addition of at least a 10' perimeter, and checked daily as described in Task 2; these nests shall not be evaluated unless marked as part of the regular marking rotation. The CONSULTANT shall be responsible for all coordination with the dredging contractor.

Frequency: Daily from March 1 through project completion.

Data Reporting: Data reporting shall occur in accordance with Tasks 1 and 2.

Optional Task E: Shorebird Monitoring for the Juno Beach Shoreline Protection Project

Daily surveys for shorebird activity, in accordance with Permit No. 0276415-001-JC, shall occur 10 days prior to project initiation through project completion. The daily shorebird survey must occur prior to movement of equipment or operation of vehicles outside of the overnight work area. Data collection should occur in accordance with Task 1.

Frequency: Surveys for nesting shorebirds shall occur daily beginning 10 days prior to project initiation through project completion.

Data Reporting: Data reporting shall be in accordance with Task 1.

Optional Task F: Additional Toe of Dune Mapping

Should Tropical Storm activity or other weather events modify the beach study areas substantially; the COUNTY will authorize additional Toe of Dune Mapping event(s) to be conducted in accordance with Task 1.

Frequency: Each additional mapping event will be authorized as a separate item following substantial modification of the beach due to weather.

Data Reporting: Data reporting shall be in accordance with Task 1.

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, datasheets, data files, etc as described in Exhibit A.

PHASE 1: 2009 NESTING SEASON

PHASE 1A: March 1, 2009 to March 31, 2009

Task(s) to be Completed: As set forth in Exhibit A

Deliverable Due Date: no later than April 15, 2009

Compensation for Phase 1A: \$ 19,375.26

PHASE 1B: April 1, 2009 to April 30, 2009

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than May 15, 2009

Compensation for Phase 1B: \$ 19,375.26

PHASE 1C: May 1, 2009 to May 31, 2009

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than June 15, 2009

Compensation for Phase 1C: \$ 19,375.26

PHASE 1D: June 1, 2009 to June 30, 2009

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than July 15, 2009

Compensation for Phase 1D: \$ 19,375.26

PHASE 1E: July 1, 2009 to July 31, 2009

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than August 15, 2009

Compensation for Phase 1E: \$ 19,375.26

PHASE 1F: August 1, 2009 to August 31, 2009

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than September 15, 2009

Compensation for Phase 1F: \$ 19,375.26

PHASE 1G: September 1, 2009 to September 30, 2009

Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than October 15, 2009
Compensation for Phase 1G: \$ 19,375.26

PHASE 1H: October 1, 2009 to October 31, 2009
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than November 15, 2009
Compensation for Phase 1H: \$ 19,375.26

PHASE 1I: November 1, 2009 to December 31, 2009
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than December 31, 2009
Compensation for Phase 1I: \$ 19,375.25

PHASE 2: 2010 NESTING SEASON

PHASE 2A: March 1, 2010 to March 31, 2010
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than April 15, 2010
Compensation for Phase 2A: \$ 19,956.52

PHASE 2B: April 1, 2010 to April 30, 2010
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than May 15, 2010
Compensation for Phase 2B: \$ 19,956.52

PHASE 2C: May 1, 2010 to May 31, 2010
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than June 15, 2010
Compensation for Phase 2C: \$ 19,956.52

PHASE 2D: June 1, 2010 to June 30, 2010
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than July 15, 2010
Compensation for Phase 2D: \$ 19,956.52

PHASE 2E: July 1, 2010 to July 31, 2010
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than August 15, 2010
Compensation for Phase 2E: \$ 19,956.52

PHASE 2F: August 1, 2010 to August 31, 2010
Task(s) to be Completed: As set forth in Exhibit A
Due Date: no later than September 15, 2010
Compensation for Phase 2F: \$ 19,956.52

PHASE 2G: September 1, 2010 to September 30, 2010

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than October 15, 2010

Compensation for Phase 2G:

\$ 19,956.51

PHASE 2H: October 1, 2010 to October 31, 2010

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than November 15, 2010

Compensation for Phase 2H:

\$ 19,956.51

PHASE 2I: November 1, 2010 to December 31, 2010

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than December 31, 2010

Compensation for Phase 2I:

\$ 19,956.51

PHASE 3: 2011 NESTING SEASON

PHASE 3A: March 1, 2011 to March 31, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than April 15, 2011

Compensation for Phase 3A:

\$ 20,555.21

PHASE 3B: April 1, 2011 to April 30, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than May 15, 2011

Compensation for Phase 3B:

\$ 20,555.21

PHASE 3C: May 1, 2011 to May 31, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than June 15, 2011

Compensation for Phase 3C:

\$ 20,555.21

PHASE 3D: June 1, 2011 to June 30, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than July 15, 2011

Compensation for Phase 3D:

\$ 20,555.21

PHASE 3E: July 1, 2011 to July 31, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than August 15, 2011

Compensation for Phase 3E:

\$ 20,555.21

PHASE 3F: August 1, 2011 to August 31, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than September 15, 2011

Compensation for Phase 3F: \$ 20,555.21

PHASE 3G: September 1, 2011 to September 31, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than October 15, 2011

Compensation for Phase 3G: \$ 20,555.21

PHASE 3H: October 1, 2011 to October 31, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than November 15, 2011

Compensation for Phase 3H: \$ 20,555.22

PHASE 3I: November 1, 2011 to December 31, 2011

Task(s) to be Completed: As set forth in Exhibit A

Due Date: no later than December 31, 2011

Compensation for Phase 3I: \$ 20,555.22

**CERTIFICATE
(Corporation)**

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

1. That he/she is the Secretary of Loggerhead Marineland, Carter, 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 15th day of December, 2008, 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 Raymond Grayette, the Chairman 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.

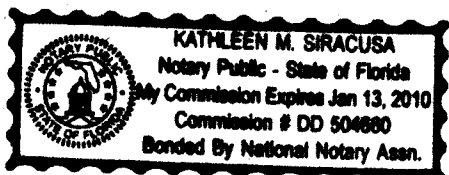
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 15th day of December, 2008.

Gail F. Nelson
(Signature)

(CORPORATE SEAL)

GAIL F. NELSON, SEC.
(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 15th day of December, 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.



Kathleen M. Siracusa
(Notary Signature)

Kathleen M. Siracusa
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:
1-13-2010

CC-1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2008

PRODUCER (561)734-8445 FAX (561)734-7558
BB&T - Burkey Risk Services
 2240 Woolbright Rd., Suite 201
 Boynton Beach, FL 33426-6363
 Cindy Cuellar

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED **Loggerhead Marinelife Center, Inc.**
 14200 US Highway One
 Loggerhead Park
 Juno Beach, FL 33408

INSURER A: **Great American Assurance Co.**
 INSURER B: **American States Ins. Co.**
 INSURER C: **Landmark American Ins.**
 INSURER D:
 INSURER E:

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COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAC0568974704	11/30/2008	11/30/2009	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ 5,000,000	
B		AUTOMOBILE LIABILITY	01CH57256020	11/30/2008	11/30/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS				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 DEDUCTIBLE \$ RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER Professional Liability	BINDER	11/25/2008	11/25/2009	Per Claim Limit \$1,000,000 Aggregate Limit \$1,000,000 Deductible \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 See attached additional insured addendum for General Liability

CERTIFICATE HOLDER

Palm Beach County
 Attn: ERM Director
 2300 N Jog Road, 4th Floor
 W Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Sharon Pollis, CIC/MVM

Sharon L. Pollis 302

A D D E N D U M P A G E F O R C E R T I F I C A T E

K & K I N S U R A N C E G R O U P , I N C .

C E R T I F I C A T E : 1 4 9 5 6 9 3

D A T E I S S U E D : 1 1 / 2 5 / 0 8

A C C O U N T N A M E : L O G G E R H E A D M A R I N E L I F E C E N T E R , I N C .

T Y P E O F I N S U R A N C E :
G E N E R A L L I A B I L I T Y

P O L I C Y N U M B E R :
P A C 0 5 6 8 9 7 4 7 0 4

T H E P A L M B E A C H C O U N T Y , B O A R D O F C O U N T Y C O M M I S S I O N E R S , A P O L I T I C A L
S U B D I V I S I O N O F T H E S T A T E O F F L O R I D A , I T S O F F I C E R S , E M P L O Y E E S A N D
A G E N T S A R E N A M E D A S A D D I T I O N A L I N S U R E D .

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.

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