

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2009 | 2010 | 2011 | 2012 | 2013 |
|---|-------------------|-----------------------|-------------------|--------------------|---------------------------|
| Capital Expenditures | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Operating Costs | <u>\$6000</u> | <u> </u> | <u> </u> | <u> </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>\$6,000</u> | <u>0</u> | <u>0</u> | <u>0</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 <u>1226</u> | Department <u>380</u> | Unit <u>3252</u> | Object <u>3401</u> | Program <u> </u> |

B. Recommended Sources of Funds/Summary of Fiscal Impact

Manatee Protection Allocation

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

Jim Dink 12-31-08
 OFMB *12/31/08* *aw* *12/29*

Jim J. Jacob 1/12/09
 Contract Administrator

B. Legal Sufficiency:

Thomas Jay
 Assistant County Attorney

This amendment complies with our review requirements.

This Amendment retroactively extends this contract for the reasons given.

C. Other Department Review:

 Department Director

**AMENDMENT NUMBER 3 TO THE CONTRACT
FOR MANATEE PROTECTION PLAN CONSULTING SERVICES**

THIS AMENDMENT NUMBER 3 dated 12/16/08 to the Contract dated May 18, 2004 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and Florida Atlantic University (FAU) Center for Urban and Environmental Solutions (acting on behalf of the FAU Board of Trustee), a public corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 65-0385507.

INITIAL
CC

WITNESSETH:

WHEREAS, the parties desire to amend Contract (R2004-0940) to extend the time period for the Contract from September 30, 2006 to January 31, 2009.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Contract is hereby extended to January 31, 2009.
2. Except as expressly modified herein, the Contract of May 18, 2004 as extended, is hereby confirmed by the parties and remains in full force and effect.

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

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
John F. Koons, Chairman

By _____
Assistant County Attorney

ATTEST:
Sharon R. Bock, Clerk & Comptroller

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Deputy Clerk

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

WITNESS:
[Signature]
Signature

CONSULTANT:

FLORIDA ATLANTIC UNIVERSITY
Acting for and on behalf of the Florida
Atlantic University Board of Trustees

CHRISTOPHER S. BENNETT
Name (type or print)

[Signature]
Signature

Signature

Name (type or print)

Camille E. Coley
Assistant VP of Research

Title

APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University
12/16/08 3

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of ^{MAY 18 2004} _____, 200__, 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 Florida Atlantic University (FAU) Center for Urban and Environmental Solutions (acting for and on behalf of the FAU Board of Trustees), a public corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0385507.

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 for development of a manatee protection plan, 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 Paul Davis, Project Manager, telephone number 561-233-2509.

The CONSULTANT'S technical representative/liaison during the performance of this Contract shall be Dr. Lenore Alpert, Project Manager, telephone number 954-762-5268.

The CONSULTANT's administrative representative/liaison during the performance of this Contract shall be Gerald N. Goldberger, Ph.D., Director of Sponsored Research, telephone number 561-294-0777.

The CONSULTANT's audit representative/liaison during the performance of this Contract shall be Sue Logan, Assistant Director of Contracts and Grants, telephone number 561-297-2606.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of this contract and complete all services within 15 months of contract execution, unless otherwise terminated as provided herein. County reserves the right to extend this Contract for good cause. Any extensions shall be in writing and executed by both parties.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

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 One Hundred Four Thousand Five Hundred Eighty Dollars (\$104,580.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- 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 of all properly submitted invoices.
- C. "Out-of-pocket" expenses will not be reimbursed.
- 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'S technical representative 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.

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 (unless the CONSULTANT is qualified otherwise), 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 year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. Without waiving the right to sovereign immunity as provided by Florida Statute 768.28, the CONSULTANT acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.
- B. In the event the CONSULTANT maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Florida Statute 768.28, the CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage
- C. The CONSULTANT agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.
- D. When requested, the CONSULTANT shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.
- E. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

ARTICLE 11 - INDEMNIFICATION

To the extent provided by Florida law and without waiving any defense or immunity, the 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 or other applicable 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 bases, 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:

Mr. Richard E. Walesky, Director
Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, FL 33406

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:

Gerald N. Goldberger, Ph.D.
Director, Sponsored Research
Division of Research and Graduate Studies
Florida Atlantic University
777 Glades Road
P.O. Box 3091
Boca Raton, FL 33431-0991

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, 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.

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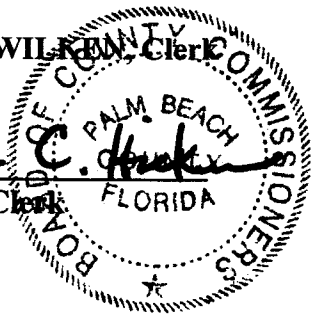
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

R2004 0940

ATTEST:
DOROTHY H. WILSON, Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: Linda C. Hooker
Deputy Clerk



By: Karen T. Marcus
Karen T. Marcus, Chair MAY 18 2004

WITNESS:

CONSULTANT:
Florida Atlantic University, acting for and on behalf of the Florida Atlantic University Board of Trustees

Diane R. Glickman

DIANE R. GLICKMAN
Name (type or print)

Gerald N. Goldberger
Signature

Kacey Bellomo
Signature

Gerald N. Goldberger, Ph.D
Typed Name

STACEY BELLOMO
Name (type or print)

Director, Sponsored Research
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGALITY
FAU OFFICE OF GENERAL COUNSEL
Jack Ludin 5/10/04

By Anne Delgant
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Richard E. Walesky
Richard E. Walesky

EXHIBIT "A"

SCOPE OF WORK PALM BEACH COUNTY MANATEE PROTECTION PLAN

The Florida Atlantic University (FAU) Center for Urban and Environmental Solutions will provide the necessary services to complete a Manatee Protection Plan (MPP) for submittal to the Florida Fish and Wildlife Conservation Commission (FWC). Criteria and policies will be generated in order to minimize man's impacts on manatee and manatee habitat while considering impacts to recreational and commercial uses, economic factors and other coastal resources. The work will encompass all estuarine waters and the portion of Lake Okeechobee within Palm Beach County (PBC) and will include:

Phase 1

1. Agency orientation meeting with FWC, FDEP, SFWMD, USACOE, and USFWS to discuss project and identify key issues.
2. Update and revise the 1996 draft Boat Facility Siting Plan (BFSP) using:
 - a. detailed, site-specific seagrass data collected by the FDEP in 1994 and 1995, 2001 seagrass maps of Lake Worth Lagoon and adjacent waterways, and by other agencies (e.g., SFWMD), as appropriate;
 - b. the latest current and future land use maps for each current and potential boat facility and contiguous properties;
 - c. a cursory site inspection of each existing boating facility (PBC will provide a list of existing marinas and a report summarizing existing boat ramps and future boat ramp needs) to update the 1996 information and evaluate existing development and marina occupancy (using FWC form);
 - d. latest manatee population and mortality data using existing FWC data.
3. Public orientation meeting with key stakeholders, including cities, environmental groups, and boaters, to share updated BFSP and describe process for developing MPP.
4. Develop and apply a method for determining the most appropriate locations for boat facilities that incorporates current and future land use and environmental protection criteria to minimize impacts to manatees, seagrasses and other important resources. The method can be a modification of the process developed in the 1996 BFSP or another suitable alternative. This process shall take into account the County's desire to preserve and enhance public access to the waterway and preserve the local marine industry.
5. Incorporate existing data on manatees, seagrasses, bathymetry, boat activity, boat facilities (including marinas, multislip facilities and boat ramps) and land use into a GIS database. Maps shall be referenced to the 1983/90 State Plane Coordinate System. PBC will provide GIS maps of 2001 seagrasses, bathymetry, boat facilities, and land use in NAD83. GIS maps of manatee data and the 1994/1995 site specific seagrass maps are available from FWC. Some of the data from the 1995 BFSP will need to be digitized by FAU. The 1994 study by the University of Miami on boating activity was created in ARC/INFO but some of the layers will need to be recreated since it is not compatible with current software. ESRI software will be used to ensure that all data will be fully compatible with similar data layers presently included in Palm Beach County's Department of Environmental Resources Management (ERM) GIS. The spatial feature datasets delivered to ERM will conform to the following characteristics: double precision; complete adherence to topological rules including no inappropriate gaps, overlaps, duplication, dangles or undershoots; projected to NAD 1983 HARN State Plane, Florida East FIPS 0901, Units in feet; one unique ID per feature; metadata defining all methodology, purpose and attribution; and no invalid attribute codes nor incomplete attribute tables. The complete draft map set will be provided to ERM for review.

Phase 2

6. Develop a draft MPP which includes analysis of the following:
 - a. information from the updated BFSP (see 1 and 2 above);
 - b. information from the University of Miami Boating Activity Study;
 - c. an inventory of manatee abundance and mortality data using FWC reports;
 - d. an inventory of natural resources in and adjacent to the estuarine waters using existing GIS information provided by PBC;
 - e. a summary and evaluation of existing public education and awareness efforts in PBC with recommendations for improvements;
 - f. an evaluation of existing manatee protection measures in PBC, including existing speed zones (manatee and boater safety), sanctuaries, and law enforcement activity;
 - g. a summary of information on existing water quality and habitat restoration programs in PBC (to be provided by PBC), including recommendations for future habitat protection measures and/or land acquisition needs;
 - h. develop specific recommendations for modifications to the PBC Comprehensive Land Use Plan (Comp Plan) and the PBC Unified Land Development Code (LDR); and,
 - i. an implementation schedule for recommendations and policies.
7. Produce first draft of MPP and solicit comments from ERM. FAU will modify the MPP based on comments received.

Phase 3

8. Produce second draft of MPP and solicit comments from Palm Beach County Planning, Zoning and Building, Treasure Coast Regional Planning Council, FWC and other agencies, as appropriate. Modify based on comments received.
9. Hold 3 sets of public meetings: 2 regional meetings with municipalities (N/S) and one joint meeting with all stakeholders (boaters and environmentalists and other interested parties). Present third draft and discuss the criteria for BFSP with municipalities and other stakeholders. Outline the draft MPP to the groups and obtain input. Meetings will be led by a conflict resolution facilitator.
10. Produce interim progress report for FWC summarizing outstanding issues and providing a timeline to project completion.
11. Prepare fourth draft and conduct public meeting for all stakeholders to summarize modifications made as a result of the coordination meetings. Meeting will be led by a conflict resolution facilitator.

Phase 4

12. Prepare fifth draft based on public meeting comments and present to the Board of County Commissioners for approval of MPP. Make changes as directed by the Board.
13. Submit the approved MPP to the FWC and make no more than one revision, if necessary.
14. Provide copies of approved MPP to all municipalities.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase 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:

PHASE 1

Task(s) to be Completed: 1 through 5

Completion Time: 6 months

Compensation for Phase 1: \$26,215

Deliverable(s) Required: Thirty copies of first draft of BFSP and an outline of the MPP development process in hard copy and electronic format. One copy of the complete GIS map set (task 5).

PHASE 2

Task(s) to be Completed: 6 and 7

Completion Time: 3 months

Compensation for Phase 2: \$37,010

Deliverable(s) Required: Thirty copies of first draft of MPP in hard copy and electronic format

PHASE 3

Task(s) to be Completed: 8 through 11

Completion Time: 4 months

Compensation for Phase 3: \$33,289

Deliverable(s) Required: Ten copies of second draft and thirty copies of third and fourth drafts of MPP in hard copy and electronic format including PDF documenting for posting to ERM webpage. Provide fifty copies of the executive summary for distribution at public meetings.

PHASE 4

Task(s) to be Completed: 12 through 14

Completion Time: 2 months

Compensation for Phase 4: \$8,066

Deliverable(s) Required: Thirty copies of fifth draft of MPP in hard copy and electronic format including PDF documenting for posting to ERM webpage and fifty copies of the executive summary.

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.



STATE RISK MANAGEMENT
TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: GL-03-0117 GENERAL LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

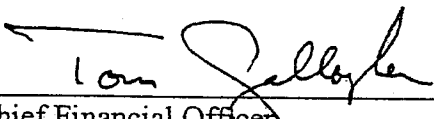
General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: 7/1/03

Expiration Date: 7/1/04



Chief Financial Officer

DI4-863
(REV. 3/01)

Insurance 1

**STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage—Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or
 - (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
 - (3) designed for use principally off public roads, or
 - (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types

forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;
- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;



STATE RISK MANAGEMENT
TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: AL-03-0117 AUTOMOBILE LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

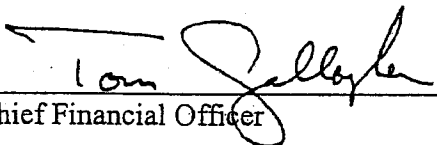
Coverage Limits:

General Liability: \$100,000.00 each person
\$200,000.00 each occurrence

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: 7/1/03

Expiration Date: 7/1/04


Chief Financial Officer

**STATE RISK MANAGEMENT TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided automobile liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. LIABILITY COVERAGE

A. Coverage - Bodily Injury and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay (but not to exceed the statutory limits as set forth by Section 768.28, Florida Statutes) for damages because of bodily injury, sickness or disease, including death at any time resulting therefrom (hereafter called bodily injury), sustained or alleged to have been sustained by any person or persons or injury to or destruction of property including loss of use thereof (hereafter called property damage), arising out of the ownership, maintenance, or use including loading or unloading of any owned, hired or non-owned automobile, caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

B. Defense, Settlement, Supplementary Payments

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability of this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

C. Definitions

The following definitions shall apply to liability coverages established herein:

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - The unqualified word "insured" shall include the State department or agency named herein, their officers, employees, agents, or volunteers acting within the course and scope of employment.
- (c) **Volunteer** - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.

- (d) **Agent** - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) **Automobile** - A land motor vehicle, motorcycle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) **Owned Automobile** - An automobile owned by the named insured or leased under contract for six months or more.
- (g) **Hired Automobile** - An automobile used under contract in behalf of or loaned to the named insured, provided such automobile is not owned by or leased under contract for six months or more, or registered in the name of (1) the named insured, or (2) an executive officer thereof, or (3) an employee or agent of the named insured who is granted an operating allowance for the use of such automobile.
- (h) **Non-owned Automobile** - Any automobile which is not an owned or hired automobile.
- (i) **Trailer** - The word trailer includes semi-trailer.
- (j) **Mobile Equipment** - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loader, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

D. Exclusions

This certificate does not apply to:

- (a) any claim or judgment for punitive damages;
- (b) interest for the period prior to judgment;
- (c) that portion of the claim or judgment which is in excess of the statutory limits of liability;
- (d) any judgment entered personally against any insured where the insured was found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (e) liability assumed by the insured under any contract or agreement;
- (f) any obligation for which the named insured or any carrier as his insurer may be held liable under workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
- (g) the owner of a hired automobile or any agent or employee of any such owner;
- (h) to any action which may be brought against the State department or agency named herein by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (i) damage or destruction to property owned by the insured;
- (j) liability related in any way with nuclear energy.

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E. Conditions

1. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (vehicles, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

2. Insured's duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured along with reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement or agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.

(c) The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this contract and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expenses other than for first aid to others at the time of accident.

3. Limits of Liability

The limits of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages including damages for care and loss of services, arising out of bodily injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable to "each occurrence".

4. Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall not apply, except as excess insurance over any and all other available coverage.

II. PERSONAL INJURY PROTECTION

A. Coverage

The Fund will pay to:

(a) any insured injured while occupying an owned vehicle, or

(b) any other person injured while occupying the owned motor vehicle or while a pedestrian through being struck by the owned motor vehicle, in accordance with the Florida Motor Vehicle No-Fault Law, the following benefits:

(1) eighty percent (80%) of all reasonable and necessary medical expenses, and

(2) sixty percent (60%) of all loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining

from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his household, and

(3) funeral, burial or cremation expenses in an amount not to exceed \$5,000.00 per individual, incurred as a result of bodily injury caused by an accident arising out of the ownership, maintenance or use of an owned motor vehicle.

B. Exclusions

This insurance does not apply:

(a) to an insured while occupying a motor vehicle of which the named insured is not the owner and which is not an owned motor vehicle under this coverage;

(b) to any person while operating the owned motor vehicle without the express or implied consent of the authorized person employed by the named insured;

(c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:

(1) causing bodily injury to himself or herself intentionally; or

(2) while committing a felony;

(d) to the extent that benefits are paid or payable under any workers' compensation law or Medicaid program;

(e) to any pedestrian, other than an insured, not a legal resident of the State of Florida;

(f) to any person, including an insured, if such person is the owner of a motor vehicle with respect to which security is required under Florida's Motor Vehicle No-Fault Law;

(g) to any person, including an insured, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an owned motor vehicle under this endorsement or from the owner's insured;

(h) to any person who sustained bodily injury while occupying a motor vehicle located for use as a resident or premises;

(i) to any person who is incarcerated by the State, a ward of the State, or whose medical needs are otherwise provided for by the State of Florida or other governmental entity.

C. Limits of Liability: Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregated limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this coverage, for all loss and expense incurred by or on behalf of any person who sustained bodily injury as the result of any one accident shall be \$10,000.00, provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$2,500.00. Any statutory changes in the amount of these benefits will automatically supersede the amount stated in this Certificate of Coverage.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same item of loss and expense for which benefits are available under this coverage, the Fund shall not be liable to make duplicate payments to or for the benefit of the injured person.

D. Definitions

The following definitions shall apply to Personal Injury Protection coverages provided herein:

(a) Bodily Injury - Bodily Injury, sickness or disease, including death at any time resulting therefrom;

(b) Medical Expenses - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;

(c) Named Insured - The department or agency named herein;

(d) Insured - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;

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(e) Motor Vehicle - Any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of this State and any trailer or semi-trailer designed for use with such vehicle and includes:

- (1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.
- (2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.

(f) Occupying - In or upon or entering into or alighting from;

(g) Owned Motor Vehicles - A motor vehicle of which the named insured is the owner and with respect to which:

- (1) the bodily injury liability insurance of the policy applies;
- (2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.

(h) Pedestrian - Person while not an occupant of any self-propelled vehicle;

(i) Owner - A person or organization who holds the legal title to a motor vehicle, including:

- (1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
- (2) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such agreement is for a period of six months or more, and
- (3) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.

E. Policy Period: Territory

The insurance under this section applies only to accidents which occur during the certificate period:

- (a) in the State of Florida, and
- (b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.

F. Conditions

(a) Notice

In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.

(b) Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.

As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund may reasonable require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, the Fund will not be liable for subsequent personal injury protection benefits.

III. GENERAL COVERAGE CONDITIONS

A. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate and any extension thereof and within three years after the final termination of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

B. Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

C. Severability of Interests

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

D. Two or More Automobiles

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

E. Term of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

F. Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

G. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

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STATE RISK MANAGEMENT
TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: WC-03-0117 STATE EMPLOYEE WORKERS'
COMPENSATION and EMPLOYER'S LIABILITY

Name Insured: FLORIDA ATLANTIC UNIVERSITY

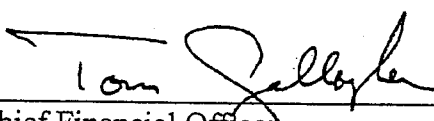
Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$100,000.00 each person
\$200,000.00 each occurrence

Inception Date: 7/1/03

Expiration Date: 7/1/04



Chief Financial Officer

D14-867
(REV. 3/01)

**STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

- I. Coverages**
- A. Coverage A - Workers' Compensation**
To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.
- B. Coverage B - Employer's Liability**
To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.
- II. Defense, Settlement, Supplementary Payments**
As respects the insurance afforded by the other terms of this certificate, the Fund shall:
- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.
- III. Definitions**
- (a) **Workers' Compensation Law** - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) **State** - Any state or territory of the United States of America and the District of Columbia.
- (c) **Bodily Injury by Accident - Bodily Injury by Disease** - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
- (d) **Assault and Battery** - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.
- IV. Applications of Coverage**
This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.
- V. Exclusions**
This certificate does not apply under Coverage B:
- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- VI. Conditions:**
- A. Premium**
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.
- B. Inspection**
The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.



STATE RISK MANAGEMENT
TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: CA-03-0117 COURT AWARDED ATTORNEY FEES

Name Insured: FLORIDA ATLANTIC UNIVERSITY

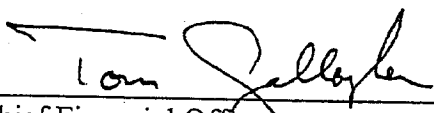
Court Awarded Attorney Fees provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Court Awarded Attorney Fees

Liability Unlimited each person
Unlimited each occurrence

Inception Date: 7/1/03

Expiration Date: 7/1/04



Chief Financial Officer

**STATE RISK MANAGEMENT TRUST FUND
COURT AWARDED ATTORNEY FEES
CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided court awarded attorney fees. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGE

To pay on behalf of the named insured, court awarded attorney fees and costs as set forth in Chapter 284, Part II, Florida Statutes, in other proceedings against the State, in which the State is not a prevailing party.

II. SETTLEMENT

The Department of Financial Services has the right to participate in the defense of any suit or appeal with respect to the payment of attorney fees.

III. DEFINITIONS

A. Named Insured: The department or agency named herein.

B. Attorney's fees and Costs: The reasonable and necessary attorney fees and costs incurred for all preparation, motions, hearings, trials, and appeals in a proceeding.

C. Prevailing Party: A party prevails when a final judgment or order has been entered in favor of the party, or partially in favor of the party, and such judgment or order has not been reversed on appeal or the time for seeking judicial review of the order has expired.

D. Other Proceedings against the State: All action against the State not related to the specific coverage accounts specified in Section 284.30 and 284.31, Florida Statutes.

IV. EXCLUSIONS

This certificate does not apply to:

(a) any attorney fees awarded by an Administrative Law Judge as a result of an administrative hearing or proceeding under Chapter 120, Florida Statutes

(b) no award of attorney fees shall be made in any case in which the State is a nominal party

(c) no attorney fees shall be paid if application for attorney fees has not been made in accordance with s.284.30, Florida Statutes

(d) no attorney fees shall be paid in those instances where the action is part of a regulatory process and a separate Fund has been established to provide for the payment of court awarded fees and costs to a prevailing party

(e) no award of attorney fees and costs will be paid due to inverse condemnation or eminent domain actions

(f) no award of attorney fees and costs relating to 42 USC 1983 Federal Civil Rights actions for injunctive and declaratory relief shall be paid

(g) no award of attorney fees and costs shall be paid due to actions arising from Employment Discrimination proceedings.

V. CONDITIONS

A. A party to a suit in any court, entitled to have attorney fees paid by the State must serve a copy of the pleadings claiming the fees on the Department of Financial Services in accordance with s.284.30, Florida Statutes.

B. The Division of Risk Management shall assess the State agencies' premiums in accordance with the provisions as set forth in Chapter 284, Part II, Florida Statutes.

C. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

D. Insured's Duties in the Event of Claim

(1) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(2) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(3) Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

(4) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, make available all agency records pertaining to a specific claim, and shall attend hearings and trials. The insured shall not, except at his own cost, voluntarily make any payment, covered by this certificate.

E. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



STATE RISK MANAGEMENT
TRUST FUND

CERTIFICATE OF COVERAGE

Policy Number: FC-03-0117 FEDERAL CIVIL RIGHTS LIABILITY
and EMPLOYMENT DISCRIMINATION

Name Insured: FLORIDA ATLANTIC UNIVERSITY

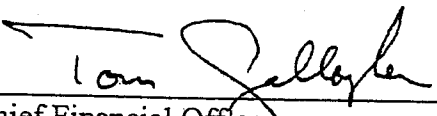
Federal Civil Rights Liability Coverage provided pursuant to Chapter 284, Part II,
Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Federal Civil Rights:

Liability: Unlimited each person
Unlimited each occurrence

Inception Date: 7/1/03

Expiration Date: 7/1/04



Chief Financial Officer

**STATE RISK MANAGEMENT TRUST FUND
FEDERAL CIVIL RIGHTS LIABILITY AND EMPLOYMENT DISCRIMINATION COVERAGE
CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided federal civil rights liability and employment discrimination coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

A. Federal Civil Rights Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from federal civil rights actions filed under 42 USC 1983, and other similar federal statutes. The coverage includes payment of claims and awards for plaintiff attorney fees where so provided by the above federal statutes.

B. Employment Discrimination Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay, subject to the stated exclusions, arising from employment discrimination actions filed under 42 USC 2000e, Title VII of the 1964 Civil Rights Act, the Rehabilitation Act of 1973 (handicap discrimination), the Age Discrimination in Employment Act of 1967, the Vietnam Era Veteran's Readjustment Act of 1974, and other similar employment discrimination acts and statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverages as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida and federal laws.
- (b) defend any suit against an insured filed under the statutes and acts stated in coverages A and B, except the named insured is responsible for defending or directing the defense of injunctive or prospective relief issues;
- (c) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (d) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience, if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (b) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (c) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (d) to punitive damages;
- (e) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (f) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (g) to liability related in any way with nuclear energy;
- (h) to liability assumed by the insured under any contract or agreement;
- (i) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (j) to awards for injunctive or prospective relief rendered against an insured by any federal or state court, agency or commission except plaintiff's attorney fee awards in such actions are covered by the Fund. The Fund will not pay any costs associated with implementing or monitoring a declaratory, injunctive or prospective relief award.
- (k) to awards to employees or retirees of the named insured for backpay or other benefits, except backpay and other benefits awarded for the period prior to and up to the date of final judgment and paid by the named insured are reimbursable from the Fund to the named insured through journal transfer.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

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DEPARTMENT OF FINANCIAL SERVICES

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

HAZARD

July 1, 2003

Jan Pfeifer
Florida Atlantic University
Division of Accounting
777 Glades Road
Boca Raton, Florida 33431-0991

Dear Ms. Pfeifer:

The Property Insurance Coverage Declaration and Property Schedule for the Fiscal Year 2003-2004 are enclosed for your review. These documents provide the current insured values and a description of the insured premises. If a discrepancy is found please contact us immediately with the correct information.

In order to provide the best service possible, we recommend that major changes or updates to your certificate be **submitted between August and December** of each year. This allows sufficient time to process the request and return the endorsement to your agency to be reviewed for accuracy. If additional changes are needed, we will be able to provide a corrected endorsement and return the updated Property Schedule prior to the next renewal date.

Additionally, a courtesy copy of you agency's premium invoice is included for informational purposes only. The actual remittance invoice has been sent to your fiscal office for payment.

Please contact Kay Brantley at (850) 413-4768 or S/C 293-4768, if you have any question concerning the enclosures.

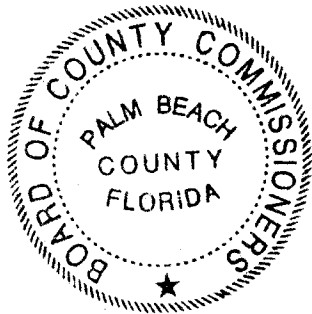
Sincerely,

... 13

JOHN R. NELSON • MANAGEMENT REVIEW SPECIALIST • DIVISION OF RISK MANAGEMENT, BUREAU OF PROPERTY, FINANCIAL & RISK SVCS.
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0337 • (850) 922-3121, EXT. 4712 • FAX (850) 488-4699

Affirmative Action / Equal Opportunity Employer

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on May 18, 2004
DATED at West Palm Beach, FL on 5-26-04
DOROTHY H. WILKEN, Clerk
By: Dorothy C. Hickman D.C.



JUL 12 2005

AMENDMENT NUMBER 1 TO THE CONTRACT FOR MANATEE PROTECTION PLAN CONSULTING SERVICES

THIS AMENDMENT NUMBER 1 dated July 12, 2005 to the Contract dated May 18, 2004 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and Florida Atlantic University (FAU) Center for Urban and Environmental Solutions (acting on behalf of the FAU Board of Trustee), a public corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 65-0385507.

WITNESSETH:

WHEREAS, the parties desire to amend Contract (R2004-0940) to extend the time period for the Contract from August 17, 2005 to February 17, 2006.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. The Contract is hereby extended to February 17, 2006.
2. Exhibits A & B of the Contract are deleted in its entirety and replaced with the attached revised scope of work and schedule of payments.
3. Except as expressly modified herein, the Contract of May 18, 2004 as extended, is hereby confirmed by the parties and remains in full force and effect.

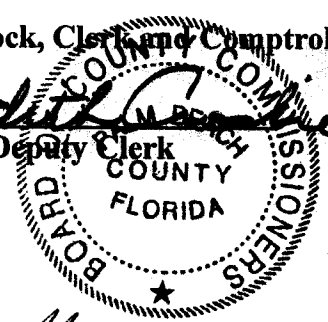
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk and Comptroller BOARD OF COUNTY COMMISSIONERS:

By: [Signature] Deputy Clerk

By: [Signature] Tony Masilotti, Chairman



WITNESS:

[Signature] Signature

CONSULTANT:

FLORIDA ATLANTIC UNIVERSITY Acting for and on behalf of the Florida Atlantic University Board of Trustees

DEBRA K. CAMPBELL Name (type or print)

[Signature] Signature

[Signature] Signature

Diane R. Glickman Associate Director

C ELISA GAUCHER Name (type or print)

for Gerald N. Goldberger, Ph.D. Sponsored Research, DRGS

Director, Sponsored Research Title

APPROVED AS ATO FORM AND LEGAL SUFFICIENCY

By: [Signature] County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature] Richard E. Walesky, Director Department of Environmental Resources Management

REVISED EXHIBIT "A"

SCOPE OF WORK PALM BEACH COUNTY MANATEE PROTECTION PLAN

The Florida Atlantic University (FAU) Center for Urban and Environmental Solutions will provide the necessary services to complete a Manatee Protection Plan (MPP) for submittal to the Florida Fish and Wildlife Conservation Commission (FWC). Criteria and policies will be generated in order to minimize man's impacts on manatee and manatee habitat while considering impacts to recreational and commercial uses, economic factors and other coastal resources. The work will encompass all estuarine waters and the portion of Lake Okeechobee within Palm Beach County (PBC) and will include:

Phase 1

1. Agency orientation meeting with FWC, FDEP, SFWMD, USACOE, and USFWS to discuss project and identify key issues.
2. Update and revise the 1996 draft Boat Facility Siting Plan (BFSP) using:
 - a. detailed, site-specific seagrass data collected by the FDEP in 1994 and 1995, 2001 seagrass maps of Lake Worth Lagoon and adjacent waterways, and by other agencies (e.g., SFWMD), as appropriate;
 - b. the latest current and future land use maps for each current and potential boat facility and contiguous properties;
 - c. a cursory site inspection of each existing boating facility (PBC will provide a list of existing marinas and a report summarizing existing boat ramps and future boat ramp needs) to update the 1996 information and evaluate existing development and marina occupancy (using FWC form);
 - d. latest manatee population and mortality data using existing FWC data.
3. Public orientation meeting with key stakeholders, including cities, environmental groups, and boaters, to share updated BFSP and describe process for developing MPP.
4. Develop and apply a method for determining the most appropriate locations for boat facilities that incorporates current and future land use and environmental protection criteria to minimize impacts to manatees, seagrasses and other important resources. The method can be a modification of the process developed in the 1996 BFSP or another suitable alternative. This process shall take into account the County's desire to preserve and enhance public access to the waterway and preserve the local marine industry.
5. Incorporate existing data on manatees, seagrasses, bathymetry, boat activity, boat facilities (including marinas, multislip facilities and boat ramps) and land use into a GIS database. Maps shall be referenced to the 1983/90 State Plane Coordinate System. PBC will provide GIS maps of 2001 seagrasses, bathymetry, boat facilities, and land use in NAD83. GIS maps of manatee data and the 1994/1995 site specific seagrass maps are available from FWC. Some of the data from the 1995 BFSP will need to be digitized by FAU. The 1994 study by the University of Miami on boating activity was created in ARC/INFO but some of the layers will need to be recreated since it is not compatible with current software. ESRI software will be used to ensure that all data will be fully compatible with similar data layers presently included in Palm Beach County's Department of Environmental Resources Management (ERM) GIS. The spatial feature datasets delivered to ERM will conform to the following characteristics: double precision; complete adherence to topological rules including no inappropriate gaps, overlaps, duplication, dangles or undershoots; projected to NAD 1983 HARN State Plane, Florida East FIPS 0901, Units in feet; one unique ID per feature; metadata defining all methodology, purpose and attribution; and no invalid attribute codes nor incomplete attribute tables. The complete draft map set will be provided to ERM for review.

Phase 2

6. Develop a draft MPP which includes analysis of the following:
 - a. information from the updated BFSP (see 1 and 2 above);
 - b. information from the University of Miami Boating Activity Study;
 - c. an inventory of manatee abundance and mortality data using FWC reports;
 - d. an inventory of natural resources in and adjacent to the estuarine waters using existing GIS information provided by PBC;
 - e. a summary and evaluation of existing public education and awareness efforts in PBC with recommendations for improvements;
 - f. an evaluation of existing manatee protection measures in PBC, including existing speed zones (manatee and boater safety), sanctuaries, and law enforcement activity;
 - g. a summary of information on existing water quality and habitat restoration programs in PBC (to be provided by PBC), including recommendations for future habitat protection measures and/or land acquisition needs;
 - h. develop specific recommendations for modifications to the PBC Comprehensive Land Use Plan (Comp Plan) and the PBC Unified Land Development Code (LDR); and,
 - i. an implementation schedule for recommendations and policies.
7. Produce first draft of MPP and solicit comments from ERM. FAU will modify the MPP based on comments received.

Phase 3

8. Produce second draft of MPP and solicit comments from Palm Beach County Planning, Zoning and Building, Treasure Coast Regional Planning Council, FWC and other agencies, as appropriate. Modify based on comments received.
9. Hold 3 sets of public meetings: 2 regional meetings with municipalities (N/S) and one joint meeting with all stakeholders (boaters and environmentalists and other interested parties). Present secondthird draft and discuss the criteria for BFSP plan with municipalities and other stakeholders. Outline the draft MPP to the groups and obtain input. Meetings will be led by a conflict resolution facilitator.
10. Produce interim progress report for FWC summarizing outstanding issues and providing a timeline to project completion.
11. Prepare thirdfourth draft and present in a workshop meeting to the Board of County Commissioners. cConduct public meeting for all stakeholders to summarize modifications made as a result of the coordination meetings. Meeting will be led by a conflict resolution facilitator.

Phase 4

12. Prepare fourth draft and conduct a public meeting. Prepare fifth draft based on public meeting comments and present to the Board of County Commissioners for approval of MPP. Make changes as directed by the Board.
13. Submit the approved MPP to the FWC and make no more than one revision, if necessary.
14. Provide copies of approved MPP to all municipalities.

REVISED EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase 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:

PHASE 1

Task(s) to be Completed: 1 through 5

Completion Time: 67 months

Compensation for Phase 1: \$26,215

Deliverable(s) Required: Fifty copies of first draft of BFSP and an outline of the MPP development process in hard copy and electronic format. One copy of the complete GIS map set (task 5).

PHASE 2

Task(s) to be Completed: 6 and 7

Completion Time: 36 months

Compensation for Phase 2: \$37,010

Deliverable(s) Required: Thirty copies of second draft of MPP in hard copy and electronic format

PHASE 3

Task(s) to be Completed: 8 through 11

Completion Time: 4 months

Compensation for Phase 3: \$33,289

Deliverable(s) Required: Ten copies of second draft and thirty copies of third and fourth drafts of MPP in hard copy and electronic format including PDF documenting for posting to ERM webpage. Provide fifty copies of the executive summary for distribution at public meetings.

PHASE 4

Task(s) to be Completed: 12 through 14

Completion Time: 24 months

Compensation for Phase 4: \$8,066

Deliverable(s) Required: Thirty copies of fifth draft of MPP in hard copy and electronic format including PDF documenting for posting to ERM webpage and fifty copies of the executive summary.

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

**AMENDMENT NUMBER 2 TO THE CONTRACT
FOR MANATEE PROTECTION PLAN CONSULTING SERVICES**

THIS AMENDMENT NUMBER 2 dated 18 July 06 to the Contract dated May 18, 2004 (the "Contract") by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and Florida Atlantic University (FAU) Center for Urban and Environmental Solutions (acting on behalf of the FAU Board of Trustee), a public corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 65-0385507.

WITNESSETH:

WHEREAS, the parties desire to amend Contract (R2004-0940) to extend the time period for the Contract from February 17, 2006 to September 30, 2006.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Contract is hereby extended to September 30, 2006.
2. Exhibits A & B of the Contract are deleted in its entirety and replaced with the attached revised scope of work and schedule of payments.
3. Except as expressly modified herein, the Contract of May 18, 2004 as extended, is hereby confirmed by the parties and remains in full force and effect.

IN WITNESS WHEREOF, the Director of the Department of Environmental Management has made and executed this Amendment on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY FOR ITS
BOARD OF COUNTY COMMISSIONERS:**

By: Richard E. Walesky

Richard E. Walesky, Director
Department of Environmental Resources Management

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Monroe J. P.
Assistant County Attorney

WITNESS:

Emilia Tom
Signature

Emilia Tom
Name (type or print)

[Signature]
Signature

Silvie BUTEL
Name (type or print)

CONSULTANT:

FLORIDA ATLANTIC UNIVERSITY
Acting for and on behalf of the Florida
Atlantic University Board of Trustees

Gerald N. Goldberger
Signature

Gerald N. Goldberger, Ph.D.

Director, Sponsored Research

Title

APPROVED AS TO FORM
AND LEGALITY
General Counsel
Florida Atlantic University

2/32
6/14/06

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REVISED EXHIBIT "A"

SCOPE OF WORK PALM BEACH COUNTY MANATEE PROTECTION PLAN

The Florida Atlantic University (FAU) Center for Urban and Environmental Solutions will provide the necessary services to complete a Manatee Protection Plan (MPP) for submittal to the Florida Fish and Wildlife Conservation Commission (FWC). Criteria and policies will be generated in order to minimize man's impacts on manatee and manatee habitat while considering impacts to recreational and commercial uses, economic factors and other coastal resources. The work will encompass all estuarine waters and the portion of Lake Okeechobee within Palm Beach County (PBC) and will include:

Phase 1

1. Agency orientation meeting with FWC, FDEP, SFWMD, USACOE, and USFWS to discuss project and identify key issues.
2. Update and revise the 1996 draft Boat Facility Siting Plan (BFSP) using:
 - a. detailed, site-specific seagrass data collected by the FDEP in 1994 and 1995, 2001 seagrass maps of Lake Worth Lagoon and adjacent waterways, and by other agencies (e.g., SFWMD), as appropriate;
 - b. the latest current and future land use maps for each current and potential boat facility and contiguous properties;
 - c. a cursory site inspection of each existing boating facility (PBC will provide a list of existing marinas and a report summarizing existing boat ramps and future boat ramp needs) to update the 1996 information and evaluate existing development and marina occupancy (using FWC form);
 - d. latest manatee population and mortality data using existing FWC data.
3. Public orientation meeting with key stakeholders, including cities, environmental groups, and boaters, to share updated BFSP and describe process for developing MPP.
4. Develop and apply a method for determining the most appropriate locations for boat facilities that incorporates current and future land use and environmental protection criteria to minimize impacts to manatees, seagrasses and other important resources. The method can be a modification of the process developed in the 1996 BFSP or another suitable alternative. This process shall take into account the County's desire to preserve and enhance public access to the waterway and preserve the local marine industry.
5. Incorporate existing data on manatees, seagrasses, bathymetry, boat activity, boat facilities (including marinas, multislip facilities and boat ramps) and land use into a GIS database. Maps shall be referenced to the 1983/90 State Plane Coordinate System. PBC will provide GIS maps of 2001 seagrasses, bathymetry, boat facilities, and land use in NAD83. GIS maps of manatee data and the 1994/1995 site specific seagrass maps are available from FWC. Some of the data from the 1995 BFSP will need to be digitized by FAU. The 1994 study by the University of Miami on boating activity was created in ARC/INFO but some of the layers will need to be recreated since it is not compatible with current software. ESRI software will be used to ensure that all data will be fully compatible with similar data layers presently included in Palm Beach County's Department of Environmental Resources Management (ERM) GIS. The spatial feature datasets delivered to ERM will conform to the following characteristics: double precision; complete adherence to topological rules including no inappropriate gaps, overlaps, duplication, dangles or undershoots; projected to NAD 1983 HARN State Plane, Florida East FIPS 0901, Units in feet; one unique ID per feature; metadata defining all methodology, purpose and attribution; and no invalid attribute codes nor incomplete attribute tables. The complete draft map set will be provided to ERM for review.

Phase 2

6. Develop a draft MPP which includes analysis of the following:
 - a. information from the updated BFSP (see 1 and 2 above);
 - b. information from the University of Miami Boating Activity Study;
 - c. an inventory of manatee abundance and mortality data using FWC reports;
 - d. an inventory of natural resources in and adjacent to the estuarine waters using existing GIS information provided by PBC;
 - e. a summary and evaluation of existing public education and awareness efforts in PBC with recommendations for improvements;
 - f. an evaluation of existing manatee protection measures in PBC, including existing speed zones (manatee and boater safety), sanctuaries, and law enforcement activity;
 - g. a summary of information on existing water quality and habitat restoration programs in PBC (to be provided by PBC), including recommendations for future habitat protection measures and/or land acquisition needs;
 - h. develop specific recommendations for modifications to the PBC Comprehensive Land Use Plan (Comp Plan) and the PBC Unified Land Development Code (LDR); and,
 - i. an implementation schedule for recommendations and policies.
7. Produce first draft of MPP and solicit comments from ERM. FAU will modify the MPP based on comments received.

Phase 3

8. Produce second draft of MPP and solicit comments from Palm Beach County Planning, Zoning and Building, Treasure Coast Regional Planning Council, FWC and other agencies, as appropriate. Modify based on comments received.
9. Hold 3 sets of public meetings: 2 regional meetings with municipalities (N/S) and one joint meeting with all stakeholders (boaters and environmentalists and other interested parties). Present second draft and discuss the plan with municipalities and other stakeholders. Outline the draft MPP to the groups and obtain input. Meetings will be led by a conflict resolution facilitator.
10. Produce interim progress report for FWC summarizing outstanding issues and providing a timeline to project completion.
11. Prepare third draft and present in a workshop meeting to the Board of County Commissioners. Conduct public meeting for all stakeholders to summarize modifications made as a result of the coordination meetings. Meeting will be led by a conflict resolution facilitator.

Phase 4

12. Prepare fourth draft and present at ~~conduct~~ a public meeting. Prepare fifth draft, if necessary, based on public meeting comments. ~~and~~ Present final plan to the Board of County Commissioners for approval of MPP. Make changes as directed by the Board.
13. Submit the approved MPP to the FWC and make no more than one revision, if necessary.
14. Provide copies of approved MPP to all municipalities and key stakeholders.

REVISED EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase 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:

PHASE 1

Task(s) to be Completed: 1 through 5

Completion Time: 7 months

Compensation for Phase 1: \$26,215

Deliverable(s) Required: Five copies of first draft of MPP in hard copy and electronic format. One copy of the complete GIS map set (task 5).

PHASE 2

Task(s) to be Completed: 6 and 7

Completion Time: 6 months

Compensation for Phase 2: \$37,010

Deliverable(s) Required: Thirty copies of second draft of MPP in hard copy and electronic format

PHASE 3

Task(s) to be Completed: 8 through 11

Completion Time: 114 months

Compensation for Phase 3: \$33,289

Deliverable(s) Required: Thirty copies of third and ~~fourth~~ drafts of MPP in hard copy and electronic format including PDF documenting for posting to ERM webpage. Provide fifty copies of the executive summary for distribution at public meetings.

PHASE 4

Task(s) to be Completed: 12 through 14

Completion Time: 4 months

Compensation for Phase 4: \$8,066

Deliverable(s) Required: Thirty copies of final~~fourth~~ draft of MPP in hard copy and electronic format including PDF documenting for posting to ERM webpage and fifty copies of the executive summary.

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.