

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012 (X) Consent () Regular
 () Ordinance () Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

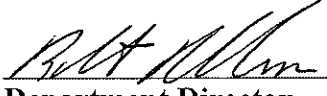
- A) **approve** Contract with InWater Research Group, Inc. (IRG), a not-for-profit corporation based in Martin County, in an amount not to exceed \$13,476.20 to continue Phase IV of an inwater sea turtle population assessment in Lake Worth Lagoon for one (1) year;
- B) **adopt** a Resolution authorizing the Clerk to disburse \$50,000 from the Pollution Recovery Trust Fund (PRTF) for costs associated with monitoring of sea turtles in the Lake Worth Lagoon for this contract and continued monitoring as needed;
- C) **approve** a Budget Transfer of \$50,000 within the PRTF from reserves for costs associated with sea turtle monitoring in Lake Worth Lagoon; and
- D) **authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and necessary minor amendments that do not change the scope of work, terms or conditions of the Contract.


Summary: This study will continue work that began in 2005 to evaluate sea turtle populations in Lake Worth Lagoon (LWL). The Lake Worth Lagoon Management Plan recommends evaluating sea turtle populations as a means of evaluating the success of environmental restoration efforts. Field work will be conducted in 2012 and a report will summarize the findings. The Contract is funded by the Pollution Recovery Trust Fund (PRTF). The Contract is effective upon execution by both parties and expires June 30, 2013. Districts 1, 2, 3, 4, 7 (SF)

Background and Justification: Juvenile sea turtles are considered an indicator species of habitat quality and previous studies have found that LWL is an important developmental habitat for green sea turtles. Juveniles that originate from beaches throughout the Western Hemisphere spend part of their life in LWL. This study will build on the previous work and will include mapping the location of all sea turtles observed in the water and identifying size and species. Juvenile sea turtles will be captured for the purpose of tagging and collecting biological and genetic data to determine turtle health, food sources, growth rate, and natal origin. Tag returns will be evaluated to understand the relationship between LWL and other habitats such as nearshore reefs and other estuaries. The data will be used to evaluate change in turtle population and health over time in an effort to correlate LWL restoration efforts to changes in sea turtles.

Attachment:

1. Resolution
2. Contract
3. Budget Transfer (1227)

Recommended by:  8/14/12
 Department Director Date

Approved by: for  8/31/12
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>\$13,476</u>	<u>\$18,262</u>	<u>\$18,262</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
In-Kind (_____)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>\$13,476</u>	<u>\$18,262</u>	<u>\$18,262</u>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

B. Recommended Sources of Funds/Summary of Fiscal Impact

Pollution Recovery Trust Fund

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

[Signature] *[Signature]*
_____ *8/21/12* _____
OFMB *cc 8/21/12* Contract Administrator

B. Legal Sufficiency:
[Signature]
_____ *8/21/12*
Assistant County Attorney

C. Other Department Review:

[Signature]
for Department Director
Palm Beach County Health Department

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RESOLUTION NO. 2012-_____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY,
FLORIDA, AUTHORIZING THE PALM BEACH
COUNTY DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT TO UTILIZE A
PORTION OF THE POLLUTION RECOVERY
TRUST FUND FOR MONITORING OF SEA
TURTLES IN LAKE WORTH LAGOON.**

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida adopted Resolution No. R-89-576 on April 4, 1989, establishing the Palm Beach County Pollution Recovery Trust Fund (PRTF) to receive monies collected in instances of environmental violations; and

WHEREAS, it has been established that monies from the PRTF shall be disbursed only for enhancement of environmental resources and pollution control activities in Palm Beach County; and

WHEREAS, the Palm Beach County Department of Environmental Resources Management (ERM) has been implementing environmental restoration of Lake Worth Lagoon consistent with the Lake Worth Lagoon Management Plan since 1998; and

WHEREAS, an integral part of determining the success of the restoration is to monitor the biological response including studying the sea turtle population using the Lagoon resources; and

WHEREAS, ERM has conducted monitoring of sea turtles in the Lagoon since 2005 and has confirmed that the Lagoon sea grass beds provide important habitat; and

WHEREAS, ERM has been funding the studies with grants, and grant monies were not awarded for 2012; and

WHEREAS, to continue the uninterrupted monitoring, \$50,000 from the PRTF is necessary to cover minimal expenses for three years; and

WHEREAS, ERM will continue to apply for grants to potentially reduce PRTF needs in the future.

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

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

4 Section 2: The Board of County Commissioners hereby authorizes the Clerk to
5 disburse funds of \$50,000 for monitoring of sea turtles in Lake Worth Lagoon.

6

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

10	Commissioner Shelley Vana, Chair	_____
11	Commissioner Steven L. Abrams, Vice Chairman	_____
12	Commissioner Karen T. Marcus	_____
13	Commissioner Paulette Burdick	_____
14	Commissioner Burt Aaronson	_____
15	Commissioner Jess R. Santamaria	_____
16	Commissioner Priscilla A. Taylor	_____

17

18 The Chair thereupon declared the Resolution duly passed and adopted this
19 _____ day of _____, 2012.

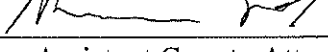
20

21 APPROVED AS TO FORM AND
22 LEGAL SUFFICIENCY

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

23

Sharon R. Bock, Clerk & Comptroller

24 By  _____
25 Assistant County Attorney

By _____
Deputy Clerk

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
BETWEEN
PALM BEACH COUNTY
AND
INWATER RESEARCH GROUP
FOR
SEA TURTLE MONITORING**

This Contract is made as of the _____ day of _____, 20__ by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Inwater Research Group, Inc. 4160 NE Hyline Drive, Jensen Beach, FL 34957 [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-1090322.

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

ARTICLE 1 - SERVICES

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

The COUNTY'S representative/liason during the performance of this Contract shall be the Director of the Palm Beach County Department of Environmental Resources Management, telephone no. 561-233-2400.

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

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on upon receipt of the COUNTY's written Notice to Proceed and complete all services by June 30, 2013.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Thirteen Thousand, Four Hundred and Seventy Six Dollars and Twenty Cents (\$13,476.20). 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 billings for partially completed items are 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.
- C. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

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

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

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

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

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

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

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

Additional Insured CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a

pre-loss basis.

- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to Palm Beach County c/o ERM Director, 2300 N Jog Road, 4th Floor, West Palm Beach, FL 33411," or his successor/current address.
- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- J. **Watercraft Liability** CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its

subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

Director
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With copy to:

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

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

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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 shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"). 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.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

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

ARTICLE 30 – SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

Attachments:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

Exhibit C: Insurance

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

WITNESS:

CONSULTANT:

Mary E Canada
Signature

InWater Research Group, Inc
Company Name

MARY E CANADA
Name (type or print)

Michael Bresette
Signature

Signature

Michael Bresette
Typed Name

Name (type or print)

President/Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By [Signature]
Robert Robbins, Director
Department of Environmental Resources Management

EXHIBIT A

SCOPE OF WORK

Population Assessment of Sea Turtles in Lake Worth Lagoon- Phase IV

PROPOSAL FOR:

ASSESSMENT OF MARINE TURTLES IN THE LAKE WORTH LAGOON - PHASE IV



PREPARED FOR:

Palm Beach County Department Of
Environmental Resources Management
2300 North Jog Road
West Palm Beach, FL 33411

PREPARED BY:

Inwater Research Group
4160 NE Hyline Drive
Jensen Beach, FL 34957

July 2012

INTRODUCTION

Since March of 2005, Inwater Research Group, Inc (IRG) has been conducting marine turtle population assessments in the Lake Worth Lagoon on behalf of the Palm Beach County Department of Environmental Resources Management (PBC ERM). The primary objectives of these prior studies were to:

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

The above objectives have been met and this work has confirmed that loggerhead and green sea turtles are present in the lagoon year-round, has identified specific areas of particularly high abundance, and has provided baseline data on the abundance, size class structure, sex ratio, and disease incidence of marine turtles in the lagoon.

In order to take advantage of and build upon the baseline information gathered in the first three phases of work, and to provide a more focused and cost effective program to PBC ERM, the following PHASE IV program for the assessment of marine turtles in the Lake Worth Lagoon is proposed. This program will focus on the areas and time of year where the turtles are most abundant, and will include continued quantitative sampling by visual transect to examine long-term trends in turtle abundance, as well as capture and tagging efforts that will include an assessment of rates and severity of FP in captured turtles. The goal is to continue this level of effort for another five years contingent upon funding.

The primary objectives of Phase IV work are to:

- 1) Determine the extent that LWL turtles remain in LWL and/or move to other adjacent developmental habitats (Indian River lagoon and East Florida nearshore reefs) through recapture efforts and evaluating tag return data.
- 2) Continue to collect biometric and FP data on turtles using north LWL to obtain a more robust data set.
- 3) Collect additional data from another part of the lagoon with significant turtle sightings.
- 4) Educate stakeholders and decision makers on the importance of LWL as developmental habitat and the need to protect the key habitats identified in the study.

Sea turtles are viewed as an indicator species of the health of the lagoon. It is felt that a long term effort to monitor the sea turtle population residing in the Lake Worth Lagoon will be a valuable addition to the comprehensive program to restore the Lake Worth Lagoon being conducted by PBC ERM. Local, state and federal restoration plans include altering the amount of freshwater discharged to the lagoon, improving water quality, and constructing habitat restoration projects all of which will lead to an increase the amount of seagrass and other habitats in the lagoon and improve developmental habitat for juvenile green turtles. This project will help determine how sea turtles respond to these changes.

SCOPE OF WORK

Materials and Methods: A single five day field effort to gather sea turtle data will be conducted annually in the summer. Field work will include quantitative visual transects and capture effort focused on the area in the northern lagoon near Little Munyon Island and near Bird Island in southern LWL. Quantitative visual transects will be conducted at each of the selected areas using the HUNT method employed in the previous phases (Inwater Research Group 2010). A minimum of 30 kilometers of HUNT transects will be conducted at the southern LWL site and a minimum of 60 kilometers of HUNT transects will be conducted at the Little Munyon Island site. The abundance data collected (observations per transect kilometer) will be directly comparable with data collected in the previous phases, allowing for a long-term assessment of sea turtle abundance at the selected sites, which will serve as index sites for the lagoon as a whole. Data collected for all observations will include species, size class (juvenile, subadult, or adult), position in the water column (surface or underwater), and the GPS waypoint of the observation. This information will be presented in graphic and tabular form in the final report.

Capture efforts will also be conducted at both sites each year. In addition to or in place of the tangle net capture technique, captures by dip net and hand captures by the "rodeo" technique (Bresette et al, 2010) will be used to safely and efficiently capture turtles. These methods, which IRG employs extensively on other projects, were used effectively in Phase III to avoid bycatch and marine mammal/net interactions.

Dip net captures shall be conducted using a large mesh nylon net with a three foot diameter hoop mounted on a twelve foot long handle. Observers in the tower guide the boat into position for the net operator in the bow to quickly "scoop" a resting or slowly swimming turtle. This capture method is used in conjunction with the HUNT transects described above. When a turtle is spotted on the HUNT transect, its position is recorded and the HUNT transect is ended. The boat then slowly follows the turtle until a dip net capture attempt can be made. If conditions of water depth and/or clarity or the behavior of the turtle are such that a capture cannot be easily and safely accomplished, the pursuit is terminated and a new HUNT transect is begun.

Hand captures (rodeo) consist of the boat closely following a turtle at slow speed until a diver is able to jump from the boat to capture the turtle by hand. Rodeo captures will be employed for turtles which are too large, in water too deep, or swimming too actively for the dip net capture method. Rodeo captures will be limited to waters greater than 4 feet deep for diver safety and to avoid impacts to seagrasses. This capture method is used in conjunction with the HUNT transects described above. When a turtle is spotted on the HUNT transect, its position is recorded and the HUNT transect is ended. The boat then slowly follows the turtle until a rodeo capture attempt can be made. If conditions of water depth and/or clarity or the behavior of the turtle are such that a capture cannot be easily and safely accomplished, the pursuit is terminated and a new HUNT transect is begun.

Tangle net captures will be conducted by setting a large-mesh tangle nest, 150 meters long by 5 meters deep, consisting of 40 cm stretch (knot to knot) multi-filament mesh suspended from a foam core braided polyethylene top line with fixed buoys spaced 3.5 meters apart. The bottom line shall consist of a small diameter lead core line. GPS coordinates shall be recorded at each end of the net and the bottom type shall be examined. Every effort shall be made to avoid damaging seagrass beds. The net will be deployed by boat and carefully monitored by pulling the net hand over hand every 30 minutes. When turtles encounter the net and become entangled, they shall be quickly removed and placed on the deck of the boat. Before deployment of the net, a visual inspection of the area shall be made to ensure there are no marine mammals nearby. If marine mammals are sighted near the netting site, nets shall either not be deployed or shall be pulled in and netting activity will cease until the area is clear.

A minimum of 24 hours of capture effort will be conducted annually, to be apportioned between both areas similar to the HUNT effort (16 hours near Little Munyon Island and 8 hours near Bird Island). As in previous phases, all captured turtles will be measured, weighed, photographed, and tagged with flipper and implanted tags prior to release. Blood samples for genetic analysis, sex ratios and disease will be taken. Tumors associated with fibropapillomatosis (FP) will be measured and recorded on a standardized tumor score sheet.

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

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

Tumors associated with FP are measured and recorded on a standardized tumor score sheet. The total tumor score is used to assign turtles to severity categories. Throughout the processing period, the turtle is kept moist with wet towels and pads on the deck of the boat. Turtles with FP are kept separate from other turtles and separate sets of measuring and tagging gear are used. After all samples and measurements are taken (approximately 25 minutes), the turtle is released near the original capture site. After the release, tagging and measuring equipment is disinfected with a bleach solution.

Dietary samples will be extracted from captured green turtles using a technique called "lavage". The lavage process flushes food items from the esophagus and mouth areas. During this procedure turtles were held on their back with their posterior slightly elevated. A soft plastic veterinarian's stomach tube is lubricated with vegetable oil and cautiously inserted into the mouth and throat area. Seawater was then pumped through the tube using a veterinarian's double action pump. The tube is gently moved back and forth along the length of the esophagus and dietary items are collected in a bucket positioned under the turtle's head. The extracted diet sample are strained through a fine mesh net (mesh ~1mm) and placed into a collection jar. A 4% formalin-seawater solution is used to preserve the sample for future analysis. Date, location and tag numbers of the turtle are recorded on the collection jar.

Analysis: Two separate but complementary methods will be employed to provide quantitative data on relative abundance. The HUNT method visual transects generate an index of abundance expressed in terms of sightings per transect kilometer, which is used for comparisons of abundance between different sites, different habitat types, and to discern seasonal and annual fluctuations in population levels within a site. Tangle net captures generate a second,

independent, catch per unit effort (CPUE) measure of abundance. Effort is expressed in net kilometer hours (one kilometer of net fished for one hour). To achieve one kilometer net hour using the net described above, it will have to be fished for 6.6 hours. CPUE is then calculated using the formula $C/(L*T)$, where C = the number of turtles captured, L = the length of net fished, and T = the amount of time the net was fished. The CPUE data collected at these study sites is used to determine seasonal and annual fluctuations in marine turtle abundance. It is anticipated that the HUNT transects will be the primary method employed in Phase IV for relative abundance analysis, as this method more efficiently covers large areas.

All data collected are summarized by location and by size class. These data will be used to further refine the size class and sex ratio characteristics of the resident population and to allow for the documentation of movements between habitats through tag returns. The rate and severity of FP incidence will be compared with data gathered since 2005 in the previous phases, with the goal of establishing any long term trends in Lake Worth Lagoon. Comparisons of biometric, FP, DNA, sex ratio, and gastric lavage results will be made to other nearby populations such as Indian River Lagoon, East Florida nearshore reefs, Florida Bay and the Key West National Wildlife Refuge..

Recommendations will be made for future research and for management of LWL habitats.

Schedule:

Field work will be complete by October 15. A three month letter report will be due 3 months after notice to proceed. A final report will be completed by June 30, 2013.

Deliverables:

A three month letter report briefly summarizing field work and status of data analysis. Final report will include all data from the Phase IV work and will contain all data, maps, and analysis described above. Results will include:

- Weather conditions
- Distance covered by sampling method
- Number of turtles spotted on and off transect
- Number of events, location, and duration of net sets, dip netting, hand capturing
- Number of turtles captured by method
- Species and size class distribution
- Health assessment
- Blood, DNA and sex ratio analysis
- Gastric lavage analysis
- Analysis of recaptures and tag returns

- Comparisons to previous LWL data and other nearby lagoon and nearshore reef populations.
- Presentation to Lake Worth Lagoon stakeholders.

Reports will be submitted as both hard copy (1) and electronic versions (Word, Excel, PDF, digital photos). The final report will be submitted within eight months of the sampling effort.

Cost: \$13,476.20

Literature Cited

- M. Bresette, B. Witherington, R. Herren, D. Bagley, J. Gorham, S. Traxler, C. Crady and R. Hardy. 2010. Size-class partitioning and herding in a foraging group of green turtles *Chelonia mydas*. Endangered Species Research Vol 9, pp105-116.
- Inwater Research Group, Inc. 2007a. Final report for Indian River Lagoon marine turtle Relative abundance survey. Prepared for FWCC, St. Petersburg, FL. October 2007.
- Inwater Research Group, Inc. 2007b. Assessment of marine turtles in the southern Indian River Lagoon, Jennings Cove, Ft. Pierce, Florida. Prepared for FWCC, St. Petersburg, FL. September 2007.
- Inwater Research Group, Inc. 2010. Population assessment of marine turtles in Lake Worth Lagoon, Florida. Prepared for Palm Beach County Department of Environmental Resources Management, West Palm Beach, FL. February 2010.

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: Field work and three month status report

Completion Time: Field work- October 15, 2012; Status report- 3 months after notice to proceed

Compensation for Phase 1: \$8,764.20

Deliverable(s) Required: Three Month Report

PHASE 2

Task(s) to be Completed: Data analysis and final report

Completion time: June 30, 2013

Compensation for Phase 2: \$4,712

Deliverables required: Final Report

Total= \$13,476.20

* "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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER RICK CARROLL INSURANCE AGENCY 2160 NE Dixie Highway PO Box 877 Jensen Beach FL 34958-0877	CONTACT NAME: Diane Traynor PHONE (A/C No. Ext): (772) 334-3181 FAX (A/C No): (772) 334-7742 E-MAIL ADDRESS: dtraynor@rickcarroll.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Rockhill Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Chartis Insurance</td> <td></td> </tr> <tr> <td>INSURER C: Great American Insurance Co</td> <td>16691</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Rockhill Insurance Company		INSURER B: Chartis Insurance		INSURER C: Great American Insurance Co	16691	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Inwater Research Group, Inc 4160 NE Hyline Drive Jensen Beach FL 34957														

COVERAGES **CERTIFICATE NUMBER:** CL128204576 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		RPKGE00162303	2/3/2012	2/3/2013	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC005867579	8/6/2012	8/6/2013	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Watercraft Policy Pollution Coverage Yacht		OMH349184504/POLLUTION	11/28/2011	11/28/2012	\$854,400	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as an additional insured: 2004 24" Fiberglass Research Vessel w/90hp motor, Hull coverage amount \$15,000. P-I coverage \$1,000,000. Ded \$1500 name: Carolina Skiff BI Limit \$1,000,000. BI/PD ded \$1500. Prof Liab-Rockhill Ins #RPKGE00162303, \$1,000,000, Ded \$2500 eff: 2/3/12-13. Retro date 2/3/05

CERTIFICATE HOLDER (561) 233-2414 Palm Beach County Attn: ERM Director 2300 N Jog Rd 4th Floor West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Keith Carroll/DCH <i>Keith Carroll</i>
---	--



CERTIFICATE OF INSURANCE – COMMERCIAL

ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL

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

INTERESTED PARTY TYPE: ADD'L INSURED-OTHER/AUTO

Comments: ADDITIONAL INSURED IS ALSO THE CERTIFICATE HOLDER ON THIS POLICY

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is issued	Name and Address of Insured
PALM BEACH COUNTY ENV RSCS MGT 2300 N JOG RD, 4TH FLOOR WEST PALM BEACH, FL 33411	INWATER RESEARCH GROUP 4160 NE HYLINE DR JENSEN BEACH, FL 34957-3828

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE AND LIMITS

GENERAL LIABILITY	Policy Number	Effective Date	Expiration Date									
Limit	Amount											
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)		\$										
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		\$										
PERSONAL AND ADVERTISING INJURY LIMIT		\$										
EACH OCCURRENCE LIMIT		\$										
PHYSICAL DAMAGE LIMIT		\$	ANY ONE LOSS									
MEDICAL EXPENSE LIMIT		\$	ANY ONE PERSON									
AUTOMOBILE LIABILITY	Policy Number 48728073	Effective Date 6/18/12	Expiration Date 6/18/13									
Coverage Basis		Limits										
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SPECIFIED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> OWNED PRIVATE PASSENGER AUTOS <input type="checkbox"/> OWNED AUTOS OTHER THAN PRIVATE PASSENGER		Combined Single Limit of Liability BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 EACH ACCIDENT Split Liability Limits <table border="1"> <thead> <tr> <th>Bodily Injury</th> <th>Property Damage</th> <th>Each</th> </tr> </thead> <tbody> <tr> <td>\$</td> <td></td> <td>PERSON</td> </tr> <tr> <td>\$</td> <td>\$</td> <td>ACCIDENT</td> </tr> </tbody> </table>		Bodily Injury	Property Damage	Each	\$		PERSON	\$	\$	ACCIDENT
Bodily Injury	Property Damage	Each										
\$		PERSON										
\$	\$	ACCIDENT										
UMBRELLA LIABILITY	Policy Number	Effective Date	Expiration Date									
EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS - COMPLETED OPERATIONS AGGREGATE										
\$	\$	\$										
OTHER (Policy Type)	Policy Number	Effective Date	Expiration Date									
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS												
IT IS AGREED THAT SHOULD THE INSURANCE PROTECTION EVIDENCED HEREIN TERMINATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL NOTICE OF SUCH TERMINATION WITHIN 10 DAYS FOR THE FOLLOWING INTERESTED PARTIES: MORTGAGEE, LIEN HOLDER, ADDITIONAL INSURED AND ADDITIONAL INTERESTED PARTY.												
LARRY HOWES AGENCY			8/6/12									
Authorized Representative			Date									

**CERTIFICATE
(Corporation)**

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

1. That he/she is the Secretary of INWATER RESEARCH GROUP, a corporation organized and existing in good standing under the laws of the State of FLORIDA hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 1ST day of AUGUST, 2012, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

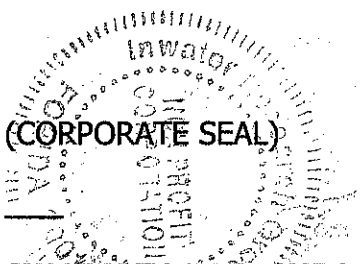
RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

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

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 1 day of August, 2012.



Stephen Trauxler
(Signature)

Stephen Trauxler
(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 1st day of August, 2012, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced Florida Driver License as identification and who did take an oath.



8.01.12

Karen Conrado
(Notary Signature)

Karen Conrado
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:

July 30, 2013

CC-1

2013 - 0001

BGEX - 0816120000000001867

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
Fund 1227 Pollution Recovery Trust Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 4/20/2012	REMAINING BALANCE
Appropriations							
760-3199 Reserve-Pollution Recovery 9902 - Operating Reserves	2,281,235	2,281,235	0	50,000	2,231,235	0	2,231,235
380-4007 Sea Turtle Monitoring 3401 - Other Contractual Services *	0	0	50,000	0	50,000	0	50,000
			50,000	50,000			

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Laura Strom 8/16/12
[Signature] 8/16/12
[Signature] 8/16/12

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

September 11, 2012

Deputy Clerk to the
Board of County Commissioners