

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 22, 2016	(X) Consent	() Regular
Department	() Workshop	() Public Hearing
Submitted By:	<u>Environmental Resources Management</u>	
Submitted For:	<u>Environmental Resources Management</u>	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **approve** a contract for Consulting/Professional Services (Contract) with the Florida Fish & Wildlife Conservation Commission (FWC) for an amount not-to-exceed \$291,000 providing for oyster and fisheries monitoring (Project) in Lake Worth Lagoon (LWL) for a term beginning upon execution, expiring May 30, 2019;

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

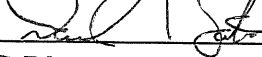
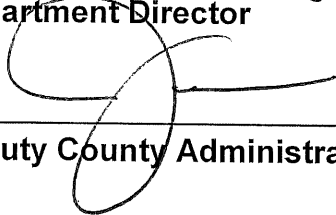
C) **adopt** a Resolution authorizing the Clerk of the Board to disburse Vessel Registration Fees Trust Funds in the amount of \$291,000 to provide funding for the Project; and

D) **approve** a Budget Transfer of \$291,000 from the Environmental Enhancement Saltwater Fund (1224) reserves to the Project.

Summary: The Contract authorizes FWC to monitor oyster reefs and fisheries sites as part of monitoring efforts described in the LWL Management Plan. The monitoring project is funded by Vessel Registration Fees. Countywide (AH)

Background and Justification: This Contract provides two years of monitoring of oyster recruitment and fisheries utilization for both natural communities and man made restoration sites. The Contract extends the current monitoring contract (R2015-0928) and provides an important data set used in measuring the success of restoration projects.

- Attachment:**
- 1. Contract
 - 2. Resolution
 - 3. Budget Transfer
 - 4. FWC's Non-discrimination Policy

Recommended by:		10-26-16
	Department Director	Date
Approved by:		11-9-16
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$291,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$291,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No <u>X</u> _____		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

B. Recommended Sources of Funds/Summary of Fiscal Impact: County Vessel Registration Funds (Saltwater)

C. Department Fiscal Review:

B. Neary

III. REVIEW COMMENTS

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

Lisa Ponz 10/28/16
OFMB *Ex 10/27 mfp/28*

Ar. J. Jacobson 11/8/16
Contract Development and Control
11/8/16 TW

B. Legal Sufficiency:

Anne Helgand 11/9/16
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

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 Florida Fish & Wildlife Conservation Commission, Fish & Wildlife Research Institute, a State Agency authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-3105845.

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 oyster monitoring and fisheries monitoring, as more specifically set forth in the Scope of Works detailed in Exhibits "A1" and "A2".

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

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Janine Morganstern, Grant Administrator, telephone no. (727) 502-4783.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of this Contract by both parties and complete all services by May 30, 2019.

Reports and other items shall be delivered or completed in accordance with the detailed schedules set forth in Exhibit "A1" and Exhibit "A2".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services described in the Scope of Work Exhibit "A1" shall not exceed a total amount of one hundred forty-four thousand dollars and 00/100 (\$144,000.00). The total amount to be paid by the COUNTY under this Contract for all services described in the Scope of Work Exhibit "A2" shall not exceed a total amount of one hundred and forty-seven thousand dollars and 00/100 (\$147,000.00) for a total of Contract amount of two hundred ninety-one thousand dollars and 00/100 (\$291,000.00). The CONSULTANT will bill the COUNTY on a deliverable basis, at the amounts set forth in Exhibit "B1" and Exhibit "B2" for services rendered toward the completion of the Scopes 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 this 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. 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 deliverables 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 "A1" and Exhibit "A2", 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 CONSULTANT agrees that it shall not subcontract any of the services to be provided under this Contract.

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 it is exempt from payment of Florida State Sales and Use Taxes, 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

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, CONSULTANT acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CONSULTANT maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

CONSULTANT agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, 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.

Compliance with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this Agreement.

ARTICLE 11 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

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 during the term of this contract employees engaged in the contracted work will be 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 and genetic information.

The CONSULTANT has submitted a copy of its non-discrimination policy which is consistent with COUNTY policy, as contained in resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

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:

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

With copy to:

Attn: County Attorney for ERM
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:

Janine Morganstern, Grant Administrator
Fish & Wildlife Research Institute
100 8th Avenue S.E.
St. Petersburg, Florida 33701

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 Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

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.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

Attachments:

- Exhibit A1: Scope of Work – Oyster Monitoring
- Exhibit A2: Scope of Work – Fisheries Monitoring
- Exhibit B1: Schedule of Payments – Oyster Monitoring
- Exhibit B2: Schedule of Payments – Fisheries Monitoring

Remainder of page intentionally left blank.

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Mayor

WITNESS:

Janine Morganstern
Signature

Janine Morganstern
Name (type or print)



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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

CONSULTANT:

Florida Fish & Wildlife Conservation
Commission, Fish & Wildlife Research Institute

[Signature]
Signature

Gil McRae
Typed Name

Director, Fish & Wildlife Research

(corporate seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

EXHIBIT "A1"

SCOPE OF WORK Oyster Monitoring in Lake Worth Lagoon

1.0 BACKGROUND

The eastern oyster, *Crassostrea virginica* (Gmelin, 1791), is abundant throughout much of the Atlantic and Gulf of Mexico coasts of the U.S. (Carriker and Gaffney 1996). This commercially valuable species prefers shallow, moderate salinity waters, and attaches to both hard and soft substrata (Shumway 1996). It has been the subject of farming and aquaculture since the 1800's and, more recently, the focus of restoration (Coen et al. 1999). Because of its wide distribution, historical context, and essential habitat value, the Eastern Oyster has been selected as a target species for monitoring (Parker et al. 2013). Changes in health and abundance will be monitored within the Lake Worth Lagoon (LWL).

From 2005 through 2014, the Florida Fish and Wildlife Conservation Commission, Fish and Wildlife Research Institute (FWC-FWRI) was funded by the South Florida Water Management District (SFWMD) to conduct long-term monitoring of eastern oysters in three south Florida estuaries including three natural reef stations in LWL. When funding from the SFWMD ended in 2014, Palm Beach County funded an 18-month project to continue monitoring oysters at the three long-term natural reef stations, as well as three additional man-made reef stations in LWL: one near John's Island, one near Grassy Flats, and the other near Snook Island (Figure 1).

This is a 29-month contract that includes funding for 24 months of field sampling between the Palm Beach County and selected consultant (FWC-FWRI) for the collection, analysis and summary of oyster data from six sites within the LWL. No special activities license (SAL) is needed for oyster collections since work will be conducted by FWC-FWRI staff. Analysis of data generated from samples collected under this scope of work (SOW) will be used to guide management decisions affecting oyster restoration projects.

2.0 OBJECTIVES

In order to fulfill the objectives required by this SOW, the Consultant shall:

- a) Assemble and manage staff ensuring capacity to complete all tasks in this SOW
- b) Provide all transportation required to access all monitoring stations in this SOW;
- c) Provide sampling equipment and supplies required to complete monitoring;
- d) Perform field collection and;
- e) Deliver verified data on the specified due dates.

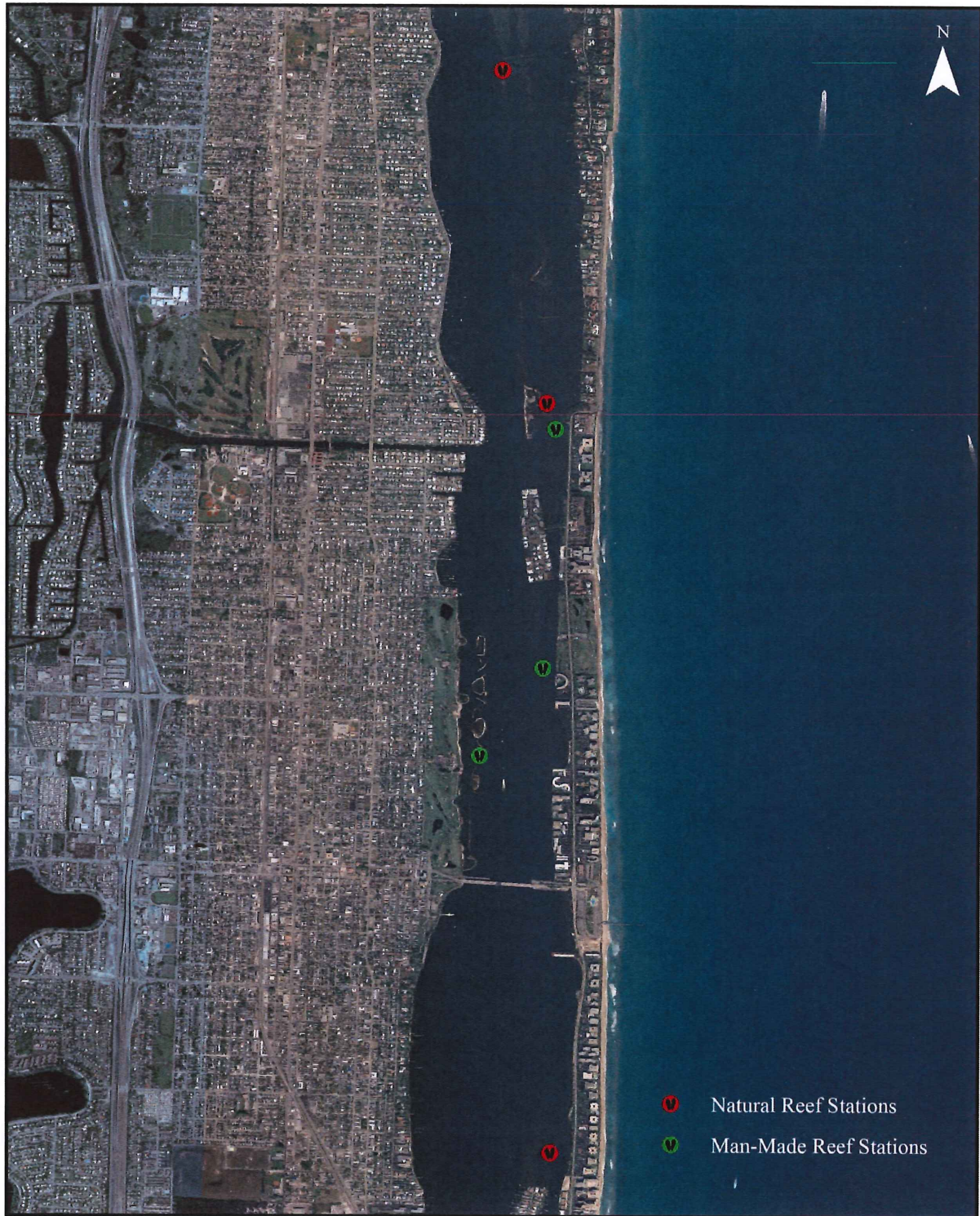


Figure 1. Natural reef (red) and man-made (green) oyster monitoring stations in Lake Worth Lagoon.

3.0 POINT OF CONTACT

All communication associated with this work order shall be through Palm Beach County Environmental Resources Management Department (ERM) **Contract Manager, Eric Anderson, telephone: (561) 233-2514 , Email: EAnderson1@pbcgov.org**. In the event Mr. Anderson is unavailable, Matt Mitchell (561-681-3833) will act as an alternate contact. Communication with FWC-FWRI shall be through Melanie Parker, Research Scientist, telephone: (727- 502-4919, email: melanie.parker@myfwc.com).

All communication between ERM and the Consultant shall be done through the contract manager unless directed otherwise by the contract manager for project specific issues. The role of the contract manager is to ensure that communication between ERM and the Consultant is frequent, consistent, and documented. This includes gathering and disseminating documentation and deliverables, schedule review, and invoice review and approval.

4.0 SCOPE OF WORK

This SOW is for the collection, analysis and summary of oyster data from six sites within the LWL. All tasks associated with this SOW shall be conducted by the Consultant in accordance with established techniques outlined within this SOW.

The primary goal of this study is to determine settled oyster density, reproductive development, prevalence and intensity of the *Perkinsus marinus* parasite, and recruitment of established oysters at six locations in the LWL. Oyster vitality will also be related to incidence of the oyster disease *Perkinsus marinus* (dermo).

5.0 WORK BREAKDOWN STRUCTURE

Task 1: Settled Oyster Abundance

Density sampling will be conducted every six months, during the months of March and September, for a total of four sampling events. Oyster density sampling will follow methods described in Parker et al. (2013). On each sampled station, fifteen replicate 1/4-m² quadrats will be haphazardly deployed and all oysters within each quadrat will be collected for determination of the number of live and dead oysters with articulated shells. A maximum of 10 live oyster shell heights (SH = maximum linear distance from the umbo to the ventral shell margin) will also be measured from each quadrat.

Task 2: Reproductive and Disease Monitoring

Oysters will be collected for analysis of gonadal development state, and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) on a monthly basis whenever present. Each month, a sample of five oysters from the six stations (total N = five oysters * six reefs = 30 per month) will be transported, live and chilled, to the FWRI laboratory for processing. If there are no live oysters available at a station, no oysters will be collected from that station. Each

individual oyster will be processed for reproductive stage and disease status according to the methods described below.

For *Perkinsus marinus* (dermo) disease analyses, prevalence and intensity will be diagnosed with Ray's fluid thioglycollate media (RFTM) method (Ray 1966). Small (1 cm²) pieces of gill and mantle tissue will be incubated in RFTM media with antibiotics and an antifungal for seven days in the dark at 25°C. Tissue pieces will then be placed onto glass microscope slides, macerated with razor blades, stained with Lugol's, and examined at 400x for the presence of hypnospores. Parasite density (infection intensity) will be ranked using the Mackin scale, which ranges from 0 to 5 (Table 1; Mackin 1962).

For reproductive analyses, the remaining tissues from the dermo analyses will be preserved in a modified Davidson's fixative solution (Shaw and Battle 1957), the main difference being no glycerin will be included. Following 20 hours of fixation, the oyster tissues will be thoroughly rinsed in tap water and preserved in 70% ethanol for subsequent histological preparation. Histological preparation will consist of dehydrating each oyster in 95% ethanol for a minimum of three hours, then embedding the tissue in paraffin. Depending upon the size of the individual oyster, a minimum of one to a maximum of six 3.5-µm sections will be cut from each embedded sample using a microtome mounted with a glass knife, maintaining a minimum separation of 60 µm (the approximate maximum diameter of an oocyte) between sections. The sections will be stained with hematoxylin and eosin, and then mounted onto pre-labeled glass slides for analysis. Resultant slides will be examined at 200-400x on a compound microscope and each sample will be assigned a reproductive stage following a classification scheme (Table 2) modified from Fisher et al. (1996) which grades oyster gonads on a scale of 0 to 10. Stage 0 represents a gonad with no gametes; stages 1-4 represent the progression of the gonad through developing and prespawning phases but lacking evidence of spawning; stages 5 and 6 represent stages of complete ripeness and very early gamete release; stages 7-9 represent depleting, spent, or recycling gonads, and stage 10 represent gonads devoid of gametes but exhibiting evidence of cytolysis indicative of prior spawning. Since oysters can live beyond a single spawning cycle, this can be interpreted as cyclical (Drexler et al. 2013).

Task 3: Spat Recruitment

Juvenile oyster recruitment will be monitored at all six stations. Three replicate spat monitoring arrays will be deployed and retrieved at each station on a monthly schedule. Spat monitoring arrays will be constructed and processed following methods described in Parker et al. (2013). Each array will consist of 12 axenic adult oyster shells (5 -10 cm SH) strung onto two separate lengths of galvanized wire (6 shells per wire). The shells will be oriented with their inner surface facing downward when suspended off the bottom. After a month-long deployment, the shell strings will be recovered and spat recruitment estimated by discarding the top and bottom shells of each string, and counting the number of settled spat on the underside of the remaining strung shells. Monthly water quality sampling will be conducted in conjunction with field sampling at both stations. Recorded parameters will include water depth, temperature, salinity, clarity, pH, and dissolved oxygen concentration. Water depth will be determined with a sounding line and clarity with a standard Secchi disk. We will follow current FDEP SOP requirements for initial and continuing calibration verification for salinity and pH.

Table 1. Mackin scale showing stages of *Perkinsus marinus* (dermo) infection intensity (Mackin 1962).

Stage	Category	Cell Number	Notes
0	Uninfected	No cells detected	
0.5	Very light	<10 cells in entire preparation	
1	Light	11-100 cells in entire preparation	Cells scattered or in localized clusters of 10-15 cells
2	Light-moderate		Cells distributed in local concentrations of 24-50 cells; or uniformly distributed so that 2-3 cells occur in each field at 100X
3	Moderate	3 cells in all fields at 100X	Masses of 50 cells may occur
4	Moderate heavy	Cells present in high numbers in all tissues	Less than half of tissue appears blue-black macroscopically
5	Heavy	Cells in enormous numbers	Most tissue appears blue-black macroscopically

Table 2. Qualitative reproductive staging criteria for oysters collected from Florida waters (adapted from Fisher et al. 1996).

Value	Observations
0	Neuter or resting stage with no visible signs of gametes
1	Gametogenesis has begun with no mature gametes
2	First appearance of mature gametes to approximately one-third mature gametes in follicles
3	Follicles have approximately equal proportions of mature and developing gametes
4	Gametogenesis progressing, but follicles dominated by mature gametes
5	Follicles distended and filled with ripe gametes, limited gametogenesis, ova compacted into polygonal configurations, and sperm have visible tails
6	Active emission (spawning) occurring; general reduction in sperm density or morphological rounding of ova
7	Follicles one-half depleted of mature gametes
8	Gonadal area is reduced, follicles two-thirds depleted of mature gametes
9	Only residual gametes remain, some cytolysis evident
10	Gonads completely devoid of gametes, and cytolysis is ongoing

6.0 DELIVERABLES

Task 1: Settled Oyster Abundance

Descriptive statistics, figures and summaries of semi-annual oyster density and shell height will be generated for each applicable quarterly report. For the final report, oyster density and shell height will be statistically compared between stations and between sampling events. Statistical

analysis of previously collected oyster data shows that most measured parameters, especially count data from density and recruitment estimates (Parker et al. 2013), do not meet normality assumptions. For that reason, the generalized linear mixed modeling procedure in SAS Enterprise Guide v5.1 (SAS Institute Inc., Cary, NC) will be employed for all statistical comparisons.

Task 2: Reproductive and Disease Monitoring

Reproductive development will be classified according to the previously described scheme, presented in figures and summarized for each quarterly report. Descriptive statistics, figures and summaries of dermo prevalence and intensity will also be generated for each quarterly report. For the final report, dermo prevalence and intensity will be statistically compared between stations and among months. The generalized linear mixed modeling procedure in SAS Enterprise Guide v5.1 (SAS Institute Inc., Cary, NC) will be employed for all statistical comparisons.

Task 3: Spat Recruitment

Descriptive statistics, figures and summaries of spat recruitment rates will be generated for each applicable quarterly report. For the final report, spat recruitment rates will be statistically compared between stations and among months. The generalized linear mixed modeling procedure in SAS Enterprise Guide v5.1 (SAS Institute Inc., Cary, NC) will be employed for all statistical comparisons.

Due Dates: Quarterly summary reports of Tasks 1, 2, and 3 are due 30 days after each quarter. Assuming a start date of January 1, 2017, reports will be due on April 30, July 30, and October 30 in 2017 and on January 30, April 30, July 30, and October 30 in 2018 in both hard copy and electronic format. A completed final report is due no later than 90 days after the final sampling or on March 30, 2019.

Reporting

All data shall be maintained in Microsoft Excel spreadsheets and reports shall be submitted in Microsoft Word. The Consultant shall submit quarterly reports consisting of the following:

- A summary of work performed on each site, including the dates of site visits, and water quality physical parameters;
- Descriptive statistics, figures and summaries of semi-annual settled oyster density and shell height monitoring for each station during applicable quarters;
- Descriptive statistics, figures and summaries of monthly reproductive development and disease monitoring for each station;
- Descriptive statistics, figures and summaries of monthly spat recruitment monitoring for each station;

The final report shall be cumulative and shall summarize all data collected for the 24 month period of the study. It will include statistical comparisons (using the methods described above) of appropriate parameters between stations and among months and will also relate measured

biological parameters to flow associated with freshwater discharges and the physical data, especially salinity, collected during the study. The man-made reef stations will also be statistically compared to the long-term natural reef stations. The final report shall include a discussion of all analytical results, an assessment of limiting factors for reef success, and comparisons to results from relevant previously published studies (e.g., Parker et al. 2013, Scarpa and Laramore 2010).

Budget and Cost Schedule

Product	Date Due	Invoice Amount
1 st Quarterly Report	Apr 30, 2017	\$ 18,000
2 nd Quarterly Report	Jul 30, 2017	\$ 18,000
3 rd Quarterly Report	Oct 30, 2017	\$ 18,000
4 th Quarterly Report	Jan 30, 2018	\$ 18,000
5 th Quarterly Report	Apr 30, 2018	\$ 18,000
6 th Quarterly Report	Jul 30, 2018	\$ 18,000
7 th Quarterly Report	Oct 30, 2018	\$ 18,000
Draft Report	Mar 30, 2019	\$ 12,000
Final Report	May 30, 2019	<u>\$ 6,000</u>
Project Total		\$ 144,000

References

Carriker, M. R. and P. M. Gaffney. 1996. A catalogue of selected species of living oysters (Ostreacea) of the world. In: V. S. Kennedy, R. I. E. Newell & A. F. Eble, editors. The eastern oyster, *Crassostrea virginica*. College Park, MD: Maryland Sea Grant College, pp. 467-513.

Coen, L. D., M. W. Luckenbach, and D. L. Breitburg. 1999. The role of oyster reefs as essential fish habitat: a review of current knowledge and some new perspectives. In: L.R. Benaka (Ed). Fish habitat: essential fish habitat and rehabilitation. American Fisheries Society, Symposium 22, Bethesda, MD. pp. 438-454.

Drexler, M., M. L. Parker, S. P. Geiger, W. S. Arnold, and P. Hallock. 2014. Biological assessment of eastern oysters (*Crassostrea virginica*) inhabiting reef, mangrove, seawall, and restoration substrates. *Estuaries and Coasts* 37: 962-972.

Fisher, W. S., J. T. Winstead, L. M. Oliver, H. L. Edmiston, and G. O. Bailey. 1996. Physiologic variability of eastern oysters from Apalachicola Bay, Florida. *Journal of Shellfish Research* 15: 543-553.

Mackin, J. G. 1962. Oyster diseases caused by *Dermocystidium marinum* and other microorganisms in Louisiana. *Publication of the Institute of Marine Sciences, University of*

Texas 7: 132-229.

- Parker, M. L., W. S. Arnold, S. P. Geiger, P. Gorman, and E. H. Leone. 2013. Impacts of freshwater management activities on eastern oyster (*Crassostrea virginica*) density and recruitment: recovery and long-term stability in seven Florida estuaries. *Journal of Shellfish Research* 32: 695-708.
- Ray, S. M. 1966. A review of the culture method for detecting *Dermocystidium marinum*, with suggested modifications and precautions. *Proceedings of the National Shellfisheries Association* 54: 55-69.
- Scarpa, J. and S. E. Laramore. 2010. Survey of select eastern oyster (*Crassostrea virginica*) populations in Lake Worth Lagoon, Palm Beach County, Florida: 2010 Annual Report. Palm Beach County, Department of Environmental Resources Management. Project #2008-0404. Harbor Branch Oceanographic Institute at Florida Atlantic University, Aquaculture and Stock Enhancement Program. Fort Pierce, FL. 58 pp.
- Shaw, B. L. and H. I. Battle. 1957. The gross and microscopic anatomy of the digestive tract of the oyster *Crassostrea virginica* (Gmelin). *Canadian Journal of Zoology* 35: 325-347.
- Shumway, S. E. 1996. Natural environmental factors. In: V. S. Kennedy, R. I. E. Newell & A. F. Eble, editors. The eastern oyster, *Crassostrea virginica*. College Park, MD: Maryland Sea Grant College. pp. 467-513.

EXHIBIT "A2"

SCOPE OF WORK

SCOPE OF WORK Lake Worth Lagoon Fisheries Monitoring Program MEHRMA 2016-2018

I. INTRODUCTION/BACKGROUND:

The Lake Worth Lagoon (Lagoon) is an estuary that has suffered extensive loss of estuarine habitats and degraded water quality due to human development activities over the past century. Seawalls associated with private residences and businesses have replaced approximately 87% of the Lagoon's shoreline (PBCERM 2010). In an effort to regain valuable lost estuarine habitats, Palm Beach County Department of Environmental Resources Management (PBCERM) and its partners have construction over 49 restoration and water quality improvement projects to create and restore mangrove, salt marsh, maritime hammock, seagrass, oyster and artificial reef habitats. While these projects may provide fisheries benefit to the Lagoon there have been no long-term fish community monitoring programs in place to assess fisheries utilization of these restored habitats.

While it has been assumed that the restoration of estuarine habitats have provided a fisheries benefit to the Lagoon, there have been no long-term fish community monitoring programs in place to monitor fisheries utilization of these restoration sites and their restored habitats. This project has been designed to assess fish species presence in, and utilization of specific restored habitats in the central Lake Worth Lagoon and to collect baseline data from the Munyon and Singer Islands area. Monitoring will include the Grassy Flats restoration site, Snook Islands restoration site, a control area that includes habitats similar to pre-restoration habitats at Grassy Flats, and the Munyon Island, Munyon Cove and Singer Island area (northern Lake Worth Lagoon).

Grassy Flats is a mangrove, seagrass, salt marsh, and oyster reef restoration project. The Florida Fish and Wildlife Conservation Commission (FWC), a project partner, was awarded a USFWS National Coastal Wetlands Conservation Grant program grant (\$777,000) to contribute to the project. The project site, prior to project construction, had a "muck" bottom that is of limited habitat value to most fish species. The Grassy Flats project was completed in 2015.

Snook Islands is a 100 acre seagrass, mangrove, and oyster restoration site that was built in 2005. There were no oyster or seagrass resources in the project area prior to construction. The site now provides over 40 acres of shallow sub-tidal habitats to promote seagrass colonization (including Johnson seagrass), and 2.2 acres of limestone reefs that support oysters. Prior to the recent restoration monitoring (Markwith et al. 2015; Paperno, 2016), there was no fisheries data collected at or near this project site, however, recreational and charter fishermen report that they now frequently catch redfish, snook, and other desirable species in the restored seagrass beds

within and around the project. This area was chosen because it was constructed 11 years ago and is a good example of an established restoration site with ecologically mature habitats.

The “control” area for this monitoring does not represent a true experimental control, rather it reflects an area composed of natural seagrass beds and “mucky” bottom areas consistent with the habitats in the vicinities of Grassy Flats and Snook Islands pre-construction.

The Northern Lake Worth Lagoon area is approximately 0.75 miles (East / West) wide by 2.75 miles (North / South) long with approximately 5.5 miles of shoreline with a northern extent in MacArthur Beach State Park. This area includes some of the healthiest seagrass beds within the lagoon. This area also includes approximately 30 privately owned submerged lands that extend between 1,200 and 2,000 feet into the lagoon, the study area will exclude the boundary of the privately owned submerged lands.

II. OBJECTIVES:

The goals of this program are 1) to continue the assessment of the utilization of restored habitats at the Grassy Flats restoration project site by juvenile and adult fish as the site continues to mature and 2) to continue the assessment of the Snook Island and “control” area site to provide a comparison to the Grassy Flats restoration project site. 3) Collect baseline, fish community data in the Northern Lake Worth Lagoon in areas of the healthiest seagrass beds to assess the fisheries habitat utilization of this area. These objectives address the goals of collection and assessment of an ecologically functional metric associated with the structural elements (habitats) of grant-funded restoration projects.

Objectives:

- 1) Develop a monitoring program, based on the methods of the long-term Florida Wildlife Research Institute (FWRI) Fisheries Independent Monitoring (FIM) program (FWC-FWRI. 2015), to assess the fish diversity and habitat utilization at selected locations in the Lake Worth Lagoon. The program will be designed such that it can be replicated and expanded in the Lagoon as resources become available in the future.
- 2) Conduct two years of monitoring (8 quarterly events) in the Central and Northern Lagoon.
- 3) Prepare a final report describing the fisheries resources and utilization at the Grassy Flats restoration site, the well-established Snook Islands Restoration site, a control site in the immediate vicinity, and the Northern Lake Worth Lagoon.

III. TASK IDENTIFICATION:

Task 1: Quarterly field sampling. Beginning in Nov 2016 and continuing through November 2018, stratified-random sampling shall be conducted to provide comprehensive abundance and distribution data on fishes that occur near the Grassy Flats restoration project in the central lagoon and in the Northern Lake Worth Lagoon. Quarterly sampling shall consist of:

- 18 randomly selected 21.3-m seine stations, (on-shore and offshore)
- nine randomly selected 40-m seine stations, (on-shore)
- four randomly selected 6.1-m otter trawls, and

- three randomly selected 183-m haul seines
- See Table 1 detailing the quarterly sampling effort .
- All sampling will be conducted during daytime hours (one hour after sunrise to one hour before sunset).

The 21.3-m seine is made of 1/8-inch #35 knotless nylon stiff material Delta mesh with #7 (or comparable) finish. The net is exactly 70 feet long and six (6) feet high with a 6-ft. x 6-ft. x 6-ft. bag placed in the center. The top and bottom lines are 1/8-inch 450-lb. test braided nylon. The sponge floats are SB4 (3" diameter by 1½ inches long with a ½ inch hole) and spaced at 8 inches on center along the wings and front of bag. The float spacing along the sides and back of the bag are every 12 inches on center. The bottom line is leaded with #13, 1.3 oz. leads (1 inch long, 3/8 inch hole) spaced every 6 inches on center on the main net (wings) and front of the bag. The leads are spaced every 12 inches on center along the sides and back of the bag. The top and bottom braided nylon lines extend 2-3 feet beyond the net so they can be tied to PVC poles for fishing (there should be a 12 inch gap between the mesh and the seine poles once the top and bottom lines are tied off).

The 40-m (120') seine is a long center-bag seine, 8' (2.4-m) deep, made of 1" stretch knotted nylon mesh (#9 twine), hung on the half. The floatline is made of a single 3/8-inch black twisted polypropylene rope with floats (SB4, 3" diameter x 1 ½" width, with ½" hole) spaced every 12" (30.5 cm) on center. The leadline is made of two 1/4-inch black twisted polypropylene ropes with barrel leads (1.5 oz, ~42.5 g) spaced every 12" (30.5 cm) inches on center. The bag of the net is 8' (2.4-m) deep by 8' (2.4-m) tall by 8' (2.4-m) wide, and located in the center of the net (i.e., such that the corners of the bag are exactly 61' (18.6-m) from the ends of the seine). Both the lead and float lines continue onto the sides and back of the bag (leads and floats are the same at mouth of bag, along both sides, and along back of bag, per defined specs above). Both the lead and float lines (without the floats and leads attached) are extended an extra 3' (1-m) from each end of the seine meshing, to be used to attach the net to a pole, used to pull the net through the water. With the rope extensions on each end of the net, the float line and lead line are a total of 136' (41.5-m) and the mesh part of the net is 130' (39.6-m) long including the 8' (2.4-m) for the bag mouth.

The 183-m (600') haul seine is a long center-bag seine, 3-m (10') deep, made of 38-mm (1½") stretch nylon mesh. The float and lead line are made of ½" black twisted polypropylene rope. The float and lead line are a double rope with the lead and floats being attached to the outer rope (See Figure 1). The wings are made of double selvedge #9 nylon twine 38-mm (1½") stretch mesh. The barrel leads (2.0 ounce #8) will be placed every 15-cm (6") on center on the wing and every 30.5-cm (12") on center along the sides and back of the bag. The floats will be SB5 (3½" diameter x 1½" width, with ½" hole) and spaced every 30.5-cm (12") on center on the wings and along the sides and back of the bag. The bag will be 3-m x 3-m x 3-m, centered on the net and made of double selvedge #15 nylon twine 38-mm (1 ½") stretch mesh. The lead and float line (without the floats and leads attached) will be extended an extra 3-m from each end of the net to be used to pull the net through the water. With the extensions on each end of the net, the float line and lead line will be a total of

189-m (620') and the mesh part of the net will be 183-m (600') long including the 3-m (10') for the bag mouth.

The 6.1-m (20') trawl is a two-panel otter trawl. The main body of the net is constructed of #9 twine 38-mm (1½") stretch mesh and is 4.7-m (15 -1/2') long. The bag (cod end) is constructed of #18 twine 38-mm (1½") stretch mesh and is 3.2-m (10-1/2') long. A Delta #35 3-mm (1/8") knotless nylon mesh, with #1 (or comparable) finish, liner is sewn into the bag 46-cm (1-1/2') from the bag seam, leaving 30.5-cm (1') of liner extending out past the bag. The liner mesh is depth stretched down its' length. A length of nylon rope is tied to the bag 2.1-m (7') from the liner seam to tie off the bag when the trawl is deployed. The top and bottom lines of the trawl extend 1.2-m (4') past the mesh and are attached through holes at the back of the trawl door. The distance between the trawl door and the mesh on the top and bottom lines should be 61.0-cm (2'). The top line of the trawl opening is constructed of 9.5-mm (3/8") PolyDac line and has four SB3 floats (2½" diameter x 1½" width, with ½" hole) spaced at 1.2m (4') intervals along its entirety. The bottom line of the trawl mouth is constructed of 9.5-mm (3/8") PolyDac line and is weighted by an 8.2-m (27') length of chain tied at 20 links each 40.6-cm (16") along the mesh length. Shackled to the bottom line where it ties to the trawl door is a 5-mm (3/16") tickler chain, 7.85-m (24'9") long. The doors of the trawl are rectangular in shape and are made of 12.7-mm (½") 5-ply marine grade Fir plywood and weighted with steel bars (1.5" x .25" x 30") along the inside length. The doors measure 91.4-cm (36") along their outside edge, 45.7-cm (18") along their back, 79.4-cm (31¼") along the inside edge where the steel bar is, then there is a cut at approximately 45° that is 16.5-cm (6½") long slanting toward the front edge of the door that is 33.7-cm (13¼") long. Each door is outfitted with four chains that are attached to the door at one end and joined with a shackle at the other. All chains are to be 5mm (3/16") hot dipped galvanized.

One county staff will assist FWRI-FIM staff in the field for each of the eight sampling events (each event consisting of 34 net hauls), if needed. Typically, each sampling event will require three field days, however, additional days may be needed to complete the required 34 net hauls due to unexpected weather conditions, equipment failure, etc. Support includes participating in preparing equipment, setting and pulling in each net, documenting data, and identifying / measuring the catch in each net. Staff from FWRI-FIM will provide all nets, vessel, water quality sampling equipment, and data sheets.

Quantitative seine sampling techniques used will follow standardized FIM procedures. At each station, water temperature, (°C), salinity (ppt), pH, and dissolved oxygen (ppm) shall be recorded with a YSI multi-probe instrument. Comprehensive fish habitat information will also be recorded at each sampling station according to standardized FIM procedures.

Table 1. Sample effort per each quarterly sample event

Area	21-m seine	40-m haul seine	183-m haul seine	6.1-m otter trawl	Total
Central Lake Worth Lagoon					
Snook Islands	4 (2 on-shore, 2 offshore)	3	0	0	7
Grassy Flats	4 (2 on-shore, 2 offshore)	3	0	0	7
Control	4 (2 on-shore, 2 offshore)	3	0	0	7
Northern Lake Worth Lagoon					
Munyon/Singer Islands	6 (3 on-shore, 3 offshore)	0	3	4	13
Event Total	18	9	3	4	34

Task 2: Species identification and sample processing. All fish shall be identified and enumerated. From each sample, 10 individuals of each species shall be randomly measured (standard length to nearest mm), but up to 40 fish of rare or economically important species shall be measured (remaining individuals shall be counted by species). Representative samples shall be returned to the laboratory for quality control purposes; fish not identified to species in the field shall be returned to the laboratory for further identification.

Task 3&4: Analyses and report writing. Quarterly progress and Annual data summary reports will be provided to Palm Beach County. Additionally, data and results shall be shared with local and regional resource management agencies (e.g., U.S. Fish and Wildlife Service, Florida Department of Environmental Protection), and shall be disseminated in the form of presentations at scientific conferences and/or manuscripts for publication.

IV. TIMEFRAMES AND DELIVERABLES:

Progress Reports and invoices shall be submitted according to the schedule below and shall describe progress to date, any problems, and resolution of these problems or recommendations for resolving these problems (Table 2). Letter or e-mail format for progress reports shall be acceptable. These Progress Reports are not data reports. The 3rd Progress Report shall include a proposed outline/format for the Annual Reports. The Annual and Final Reports shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first three Progress Reports and the Final Report shall cover all data collected during the two year study. The Annual and Final Reports shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at Grassy Flats, Snook Islands, control area, and northern Lake Worth in graphic or tabular format), discussion and interpretation of results, and recommendations for future work. Data tables can be included as appendices. Community comparisons of the restoration sites can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Table 2. Timeline

Task	2016			2017								
	10	11	12	1	2	3	4	5	6	7	8	9
1. Quarterly field sampling	x			x			x			x		
2. Species identification and sample processing		x	x	x	x	x	x	x	x	x	x	
3. Analyses										x	x	
4. Report writing / Progress Report			x			x			x		x	x

Task	2017			2018								
	10	11	12	1	2	3	4	5	6	7	8	9
1. Quarterly field sampling	x			x			x			x		
2. Species identification and sample processing		x	x	x	x	x	x	x	x	x	x	
3. Analyses										x	x	
4. Report writing / Progress Report			x			x			x		x	x

Task	2018		
	10	11	12
1. Quarterly field sampling			
2. Species identification and sample processing			
3. Analyses	x		
4. Final Report writing	x	x	x

Payments and Invoicing

Each invoice shall include the Commission Contract Number, Contractor’s Federal Employer Identification (FEID) Number, dates of services, and details of services being invoiced. Invoices may be submitted electronically to the FWC project manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. Contractor acknowledges that the Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses. Multiple tasks may be combined on a single invoice. No more than nine (9) invoices may be submitted under this contract. The final invoice is due by **January 15, 2019**. If a task is not completed, the invoice will be reduced by the amount listed in section V for the associated incomplete task (Table 2).

V. BUDGET / COST SCHEDULE:

Product	Date Due	Invoice Amount
<i>FY 16/17</i>		
<i>1st Progress Report</i>	Jan 15, 2017	\$ 17,625
<i>2nd Progress Report</i>	Apr 15, 2017	\$ 17,625
<i>3rd Progress Report</i>	June 15, 2017	\$ 17,625
<i>1st Annual Report</i>	Oct 15, 2017	<u>\$ 20,625</u>
	FY 16/17 Total	\$73,500
<i>FY 17/18</i>		
<i>4th Progress Report</i>	Jan 15, 2018	\$ 17,625
<i>5th Progress Report</i>	Apr 15, 2018	\$ 17,625
<i>6th Progress Report</i>	June 15, 2018	\$ 17,625
<i>Draft Final Report</i>	Oct 15, 2018	<u>\$ 10,625</u>
<i>Final Report</i>	Jan 15, 2019	<u>\$ 10,000</u>
	FY 17/18 Total	\$73,500

References

FWC-FWRI. 2015. Fisheries-Independent Monitoring Program Procedure Manual. Florida Fish and Wildlife Research Institute. St. Petersburg, Florida.

Markwith, S.H. 2015. Final Report: Central Lake Worth Lagoon Fisheries Monitoring Program. Final Report to Florida Fish & Wildlife Conservation Commission, In Partial Fulfillment of SOW Central Lake Worth Lagoon Fisheries Monitoring Program, MEHRMA 14/15, 37pp.

Matheson, R.E., Jr. 1983. Taxonomic studies of the *Eucinostomus argenteus* complex (Pisces: Gerreidae). Ph.D. Dissertation, Texas A&M University, College Station. 195 p.

Page, L.M., H. Espinosa-Pérez, L.T. Findley, C.R. Gilbert, R.N. Lea, N.E. Mandrak, R.L. Mayden, and J.S. Nelson. 2013. Common and scientific names of fishes from the United States, Canada and Mexico. Seventh Edition. American Fisheries Society Special Publication 34. 243 pp.

Palm Beach County Department of Environmental Resources Management (PBCERM). 2010. Lake Worth Lagoon Initiative: Summary of Projects and Fiscal Year 2010-2011 Funding Requests.

EXHIBIT "B1"

SCHEDULE OF PAYMENTS
Oyster Monitoring in Lake Worth Lagoon

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A1" 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:

Deliverable 1

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – spring sampling of oyster density and shell height at six stations

Task 2: Reproductive and Disease Monitoring – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

A quarterly report including descriptive statistics, figures and summaries of all parameters measured in Tasks 1, 2 and 3 will be written and submitted.

Completion Time: 3 months Compensation for Phase 1: \$ 18,000

Deliverable(s) Required: Quarterly Report 1

Deliverable 2

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – no work planned for this period

Task 2: Reproductive and Disease Monitoring – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

A quarterly report including descriptive statistics, figures and summaries of all parameters measured in Tasks 1, 2 and 3 will be written and submitted.

Completion Time: 3 months Compensation for Phase 2: \$ 18,000

Deliverable(s) Required: Quarterly Report 2

Deliverable 3

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – fall sampling of oyster density and shell height at six stations

Task 2: Reproductive and Disease Monitoring – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

A quarterly report including descriptive statistics, figures and summaries of all parameters measured in Tasks 1, 2 and 3 will be written and submitted.

Completion Time: 3 months Compensation for Phase 1: \$ 18,000

Deliverable(s) Required: Quarterly Report 3

Deliverable 4

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – no work planned for this period

Task 2: Reproductive and Disease Monitoring – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

A quarterly report including descriptive statistics, figures and summaries of all parameters measured in Tasks 1, 2 and 3 will be written and submitted.

Completion Time: 3 months Compensation for Phase 1: \$ 18,000

Deliverable(s) Required: Quarterly Report 4

Deliverable 5

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – spring sampling of oyster density and shell height at six stations

Task 2: Reproductive and Disease Monitoring – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

A quarterly report including descriptive statistics, figures and summaries of all parameters measured in Tasks 1, 2 and 3 will be written and submitted.

Completion Time: 3 months Compensation for Phase 1: \$ 18,000

Deliverable(s) Required: Quarterly Report 5

Deliverable 6

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – no work planned for this period

Task 2: Reproductive and Disease Monitoring – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

A quarterly report including descriptive statistics, figures and summaries of all parameters measured in Tasks 1, 2 and 3 will be written and submitted.

Completion Time: 3 months Compensation for Phase 1: \$ 18,000

Deliverable(s) Required: Quarterly Report 6

Deliverable 7

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – fall sampling of oyster density and shell height at six stations **Task 2: Reproductive and Disease Monitoring** – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

A quarterly report including descriptive statistics, figures and summaries of all parameters measured in Tasks 1, 2 and 3 will be written and submitted.

Completion Time: 3 months Compensation for Phase 1: \$ 18,000

Deliverable(s) Required: Quarterly Report 7

Deliverable 8

Task(s) to be Completed:

Task 1: Settled Oyster Abundance – no work planned for this period

Task 2: Reproductive and Disease Monitoring – monthly sampling of oysters for analysis of gonadal development state and for the prevalence and intensity of the oyster disease *Perkinsus marinus* (dermo) at six stations

Task 3: Spat Recruitment – monthly sampling of juvenile oyster recruitment at six stations

The draft report shall be cumulative and shall summarize all data collected for the 24 month period of the study. It will include statistical comparisons (using the methods described above) of appropriate parameters between stations and among months and will also relate measured biological parameters to flow associated with freshwater discharges and the physical data, especially salinity, collected during the study. The man-made reef stations will also be statistically compared to the long-term natural reef stations. The final report shall include a discussion of all analytical results, an assessment of limiting factors for reef success, and comparisons to results from relevant previously published studies

Completion Time: 5 month Compensation for Phase 1: \$ 12,000

Deliverable(s) Required: Final Report

Deliverable 9

Task(s) to be Completed:

The final report shall be cumulative and shall summarize all data collected for the 24 month period of the study. It will include statistical comparisons (using the methods described above) of appropriate parameters between stations and among months and will also relate measured biological parameters to flow associated with freshwater discharges and the physical data, especially salinity, collected during the study. The man-made reef stations will also be statistically compared to the long-term natural reef stations. The final report shall include a discussion of all analytical results, an assessment of limiting factors for reef success, and comparisons to results from relevant previously published studies

Completion Time: 2 months Compensation for Phase 1: \$ 6,000

Deliverable(s) Required: Final Report

* "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.

EXHIBIT "B2"

SCHEDULE OF PAYMENTS Lake Worth Lagoon Fisheries Monitoring Program

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:

Deliverable 1

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 1: \$ 17,625

Deliverable(s) Required: 1st quarterly progress report.

Deliverable 2

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 2: \$ 17,625

Deliverable(s) Required: 2nd quarterly progress report.

Deliverable 3

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected. The 3rd Progress Report shall include a proposed outline/format for the 1st Annual Report.

Completion Time: 3 month Compensation for Phase 3: \$ 17,625

Deliverable(s) Required: 3rd quarterly progress report.

Deliverable 4

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of 1st Annual Report.

The 1st Annual Report shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at Grassy Flats, Snook Islands, the control area, and northern Lake Worth Lagoon in graphic or tabular format), discussion and interpretation of results.

Completion Time: 4 month _____ Compensation for Phase 4: \$ 20,625 _____

Deliverable(s) Required: The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product. .

Deliverable 5

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month _____ Compensation for Phase 1: \$ 17,625 _____

Deliverable(s) Required: 4th quarterly progress report.

Deliverable 6

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month _____ Compensation for Phase 2: \$ 17,625 _____

Deliverable(s) Required: 5th quarterly progress report.

Deliverable 7

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected. The 6th Progress Report shall include a proposed outline/format for the Final Report.

Completion Time: 3 month Compensation for Phase 3: \$ 17,625

Deliverable(s) Required: 6th quarterly progress report.

Deliverable 8

Task(s) to be completed:

Task 1: Quarterly field sampling. Quarterly sampling shall consist of 18 randomly selected 21.3-m seine stations, 9 40-m seine stations, 3 183-m seine stations, and 4 6.1-m otter trawl within the study area.

Task 2: Species identification and sample processing. All fish shall be identified and enumerated from each sample.

Task 3&4: Analyses and report writing. Preparation of Draft Final Report

The Draft Final Report shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first 6th Progress Reports and the 1st Annual Report and shall cover all data collected during the two year study. The Final Reports shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at Grassy Flats, Snook Islands, control area, and northern Lake Worth in graphic or tabular format), discussion and interpretation of results, and recommendations for future work. Data tables can be included as appendices. Community comparisons of the restoration sites can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Draft Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Completion Time: 4 month Compensation for Phase 4: \$ 10,625

Deliverable(s) Required: The Draft Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Deliverable 9

Task(s) to be completed:

Task 3&4: Analyses and report writing. Preparation of Final Report

The Final Report shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first 6th Progress Reports and the 1st Annual Report and shall cover all data collected during the two year study and incorporate Palm Beach County comments from the Draft Report if appropriate. The Final Reports shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at Grassy Flats, Snook Islands, control area, and northern Lake Worth in graphic or tabular format), discussion and interpretation of results, and recommendations for future work. Data tables can be included as appendices. Community comparisons of the restoration sites can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Completion Time: 3 month Compensation for Phase 4: \$ 10,000

Deliverable(s) Required: The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product. .

* "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 verifiable deliverables.

ATTACHMENT 2

RESOLUTION NO. -----

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO UTILIZE A PORTION OF THE COUNTY VESSEL REGISTRATION FEES TO CONDUCT OYSTER AND FISHERIES MONITORING IN LAKE WORTH LAGOON

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

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

WHEREAS, the County has spent significant funds over the past 25 years to construct environmental enhancement and restoration projects within the Lake Worth Lagoon to enhance fisheries, oysters, and other estuarine habitats; and

WHEREAS, comparing the use of these manmade projects by fish and oyster communities to existing naturally occurring habitats provides a tool for decision making process when deciding how to allocated future habitat construction dollars; and

WHEREAS, the monitoring study is directly related to the goals outlined in the Vessel Registration Fee Ordinance and the 2013 Lake Worth Lagoon Management Plan; and

WHEREAS, this monitoring work costing \$291,000 for two years of monitoring will be funded through the County's Vessel Registration Fee Trust Fund; and

WHEREAS, The monitoring work is included within Florida Department of Environmental Protection (DEP) grant Contract LP50202 and will be eligible for 50% cost sharing upon execution of the grant; and

WHEREAS, the Director of Environmental Resources Management recommends that the Board of County Commissioners authorize the Clerk of the Court to disburse Vessel Registration Fee Trust Fund monies in the amount of \$291,000 to funded the oyster and fisheries monitoring project.

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

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

Section 2: The Board hereby authorizes the Clerk to disburse funds of \$291,000 for the oyster and fisheries monitoring contract.

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

District 1:	_____
District 2: Paulette Burdick	_____
District 3:	_____
District 4: Steven L. Abrams	_____
District 5:	_____
District 6: Melissa McKinlay	_____
District 7:	_____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2016.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

_____, Clerk

By _____
Assistant County Attorney

By _____
Deputy Clerk

2017 -

BGEX - 101916*126

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA


BUDGET TRANSFER
FUND 1224 Environmental Enhancement -Saltwater

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 10/19/2016	REMAINING BALANCE
<u>Appropriations</u>								
<u>LWLP Monitoring Project</u>								
380-3057	3401 Other Contractual Services	38,838	38,838	291,000	0	329,838	0	329,838
<u>Reserve - Salt Water</u>								
380-3891	9902 Operating Reserves	414,470	414,470		291,000	123,470	0	123,470
				291,000	291,000			

Environmental Resources
Management

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

Signatures & Dates

 10-20-16

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

November 22, 2016

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 3

NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such proposer shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Proposer hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and proposer hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- ☒ Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

- ☐ Proposer hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Proposer hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Proposer's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above, will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

PROPOSER:

Company Name: Fish & Wildlife Research Institute

Signature: 

Name (type or print): Gil McRae

Title: Director

SECTION: 6.29

SUBJECT: Equal Employment Opportunity / Affirmative Action Plan / Americans with Disabilities Act

AUTHORITY: Executive Director; Title VI and Title VII Civil Rights Act; and Governor's Executive Order; Americans with Disabilities Act of 1990, 60L-21, F.A.C.

Policy:

Program activities and employment practices of the Commission shall be non-discriminatory. No person may be excluded from participation in, admission or access to, denied the benefit of, or otherwise subjected to discrimination under any program or employment on grounds of race, age, color, sex, religion, national origin, political opinions, marital status or qualified disability. This policy is the Affirmative Action Plan (AAP) by which to identify and eliminate barriers to fully utilize employable, qualified, and interested persons in Florida state government. The Assistant Executive Director has general authority for the AAP. The Chief of Personnel will coordinate the specific implementation of the plan, and provide technical assistance to the divisions, offices and Institute of the Commission. The Chief of Personnel is responsible for maintaining appropriate records and monitoring the AAP. Each division, office, institute and regional director in concert with the Chief of Personnel will ensure efforts are made to achieve the goals set forth in the AAP for their respective work units. This policy also includes the Americans with Disabilities Act of 1990 (ADA) and those policies the Commission will follow to ensure that person's with disabilities are provided reasonable accommodation when possible in employment, and access to facilities and agency programs.

Contents:

- 6.29.1 Agency Description
- 6.29.2 Responsibility
- 6.29.3 Posting
- 6.29.4 Information in Other Languages
- 6.29.5 Workforce Analysis
- 6.29.6 Recruitment
- 6.29.7 Complaint Procedures
- 6.29.8 Impact Actions
- 6.29.9 Work Requirements
- 6.29.10 Americans with Disabilities Act

Procedure:

6.29.1 Agency Description

The Commission is a constitutionally established State agency charged with managing freshwater and saltwater aquatic life and wildlife habitats. The mission statement of the agency is *Managing fish and wildlife resources for their long-*

opportunity to participate in programs or activities regardless of race, color, national origin, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Commission on the basis of race, color or national origin, sex or disability. Further, the undersigned does not discriminate in admission or access to, or treatment or employment in, its programs and activities on the basis of a disability as provided in Section 504 and the ADA."

6.29.3 Posting

A poster shall be prominently displayed in offices where business with the public is conducted reflecting the basic requirements of Title VII. The Office of Human Resources is responsible for distribution of the posters.

6.29.4 Information in Other Languages

- A. In areas where a significant number or proportion of the population speak a language other than English, and are eligible to be served or are likely to be directly affected by Commission programs, consideration shall be given to having relevant material printed and distributed in the language ordinarily spoken.
- B. In areas which may be affected, printed information should be displayed in the appropriate language indicating assistance will be granted if English printed material is not readily understood.
- C. Persons with disabilities who require materials in alternate formats must request the material through the agency EEO/AA/ADA Coordinator at least ten working days prior to the date the information is needed.

6.29.5 Workforce Analysis

The Chief of Personnel shall review the agency workforce annually and report on minority representation.

- A. This workforce analysis will be included in the annual Affirmative Action Plan prepared by the Office of Human Resources and submitted to the Assistant Executive Director by the first day of October. The analysis shall include a review of employment practices to determine if inappropriate barriers exist. The plan shall also include an analysis of the progress made and effectiveness of actions taken.
- B. Supervisors shall be encouraged to seek out qualified minorities and women who are under-represented in the FWC's workforce when interviewing for vacant positions.

6.29.6 Recruitment

- A. The Commission has experienced difficulty in recruiting under-represented minority applicants, but will continue to make efforts to assist these groups in their pursuit of employment with the Commission.

2. External complaints which are complaints from non-employees should be forwarded to the FWC EEO/AA/ADA Coordinator. If the complaint cannot be resolved with immediate action and response from the Coordinator or if the complainant is dissatisfied with the response and chooses to appeal, the complaint will be submitted to the EEO/ADA Committee for review. The committee will make recommendations to the Executive Director as to an appropriate response or resolution. The Executive Director's decision shall be final. The agency shall make every effort to respond at each step within 45 days of receipt of the complaint. Complaints which involve serious misconduct by an employee, which may result in suspension or dismissal, and all sexual harassment complaints, shall be referred to the Office of Inspector General for investigation.
- D. The Executive Director shall be apprised of all available facts and investigative information on complaints and shall render a written decision dismissing the complaint or initiating corrective action. Formal written complaints will receive a written response reflecting the Executive Director's decision. An employee who knowingly files a false complaint or grievance against another employee is subject to disciplinary action as outlined in IMPP 6.1.14.

If the complainant elects to file an internal complaint, and corresponding complaints with the FCHR, or a federal agency as referred to in 6.29.7 (A), the Commission may refer all investigation, hearing and resolution requirements to the FCHR or the federal agency.

6.29.8 Impact Actions

- A. Commission employees who willfully discriminate in employment practices and program activities shall be disciplined in accordance with the provisions of IMPP 6.1.
- B. Retaliatory actions may not be taken against an individual who in good faith has opposed an alleged unlawful discriminatory practice or who has filed charges, testified, assisted or participated in an investigation, proceeding, or hearing concerning a discrimination complaint. If retaliatory action is taken the perpetrator of such action shall be subject to disciplinary action as outlined in IMPP 6.1. An individual against whom retaliatory actions allegedly have been taken may file a complaint.
- C. When supervisory training has been scheduled and when feasible, supervisors shall receive training in recruitment, selection and program activities to prevent discriminatory practices.

6.29.9 Work Requirements

- A. Employees whose ethnic or religious beliefs conflict with work activities must obtain written approval from their immediate supervisor prior to deviation from a work schedule or assignment.
 1. Request for deviation of a work schedule based on beliefs shall not be unreasonably withheld by the supervisor unless it can be demonstrated that accommodation would result in undue hardship in the operation of program activities.

appropriate response or resolution. The Executive Director's decision shall be final. The agency shall make every effort to respond at each step within 45 days of receipt of the request.

History: Est.: 05/22/2001

Approved:

Victor Heller
Executive Director or Designee

May 22, 2001
Date

Filing an EEO/ADA Complaint

Filing EEO/ADA Complaints:

Florida Fish and Wildlife Conservation Commission
DISCRIMINATION COMPLAINT FORM

The Florida Fish and Wildlife Conservation Commission is committed to providing a discrimination free environment. If you feel you have been a victim of discrimination, including unlawful harassment, please complete the following information and forward this form in a sealed envelope marked "Confidential" to the Commission EEO/AA/ADA Coordinator.

Please Print:

Name: _____ **Date** _____

Mailing Address:

Phone Number _____

Date of Discriminatory Act: _____

Basis Of Discrimination or Harassment. Mark the applicable box(es):

Race____ **Color**____ **Sex**____ **Religion**____ **National Origin**____ **Age**____
Disability____

Event(s) Leading to this Complaint: (Specify relevant dates, times, location(s) and pertinent activities/events):

Phone Number: _____

Indicate Type of Accommodation Requested:

Job Applicant Accommodation: _____
Program Accommodation: _____
FWC Employee Accommodation: _____

Description of Accommodation Request: *(Please describe in detail the nature of your request and any steps you feel the agency may take to make accommodation. Use additional paper if necessary).*

Signature of Person Making The Request:

Date: _____

Please refer to the back of this form to identify the person or person(s) to whom you should forward your request. Your request will be reviewed by the appropriate FWC official. You will be notified of the resolution of your request or provided an explanation if the agency is unable to provide an accommodation.

