

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: April 4, 2017 (X) Consent () Regular
() Workshop () Public Hearing

Department

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

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Amendment No. 1 to Professional Services Contract (R2016-0710) with Inwater Research Group, Inc. (IRG) retroactively reducing the scope and payment for 2016 sea turtle monitoring from \$28,121.60 to \$14,060.80;

B) approve Contract for Consulting/Professional Services with IRG, a not for profit corporation based in Martin County, for sea turtle monitoring in an amount not to exceed \$28,121.60 providing for inwater sea turtle monitoring and population assessment in the Lake Worth Lagoon (LWL) and Jupiter Inlet commencing upon execution and expiring April 30, 2018; and,

C) 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 substantially change the scope of work, terms or conditions of the Contract including reducing the amount of hours worked and the contract's not-to-exceed amount due to excusable weather delays.

Summary: Amendment No. 1 to the prior Contract (R2016-0710) reduces the scope and payment for 2016 monitoring due to field work that could not be completed because of weather conditions. The prior Contract expired February 28, 2017. The new Contract is a continuation of the assessment of sea turtle populations in LWL and an expansion to include the Jupiter Inlet. The LWL Management Plan recommends assessing sea turtle populations as a means of evaluating the success of environmental restoration efforts and lagoon health. Recent evidence shows that these populations may be expanding to include habitat adjacent to the LWL. No SBE opportunities are available for work under this Contract. District 1 (AH)

Background and Justification: Juvenile sea turtles are considered an indicator species of habitat quality and previous studies have found that LWL is an important developmental habitat for green sea turtle. This twelve-year data set is used to evaluate changes in sea turtle population and health which correlates to LWL health, seagrass density, and water quality.

Attachments:

- 1. Amendment No. 1 to 2016 Contract
- 2. Contract

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Recommended by:  2/28/17
Department Director Date

Approved by:  3/24/17
ja 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>\$14,061</u>	<u>\$14,061</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$14,061</u>	<u>\$14,061</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?		Yes <u>X</u>		No _____	

Budget Account No.: Fund 1227 Department 380 Units 4007 and 4008 Object 3401

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Pollution Recovery Trust Fund

C. Department Fiscal Review: *S. Healy*

III. REVIEW COMMENTS

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

Lisa Pomeroy 3/14/17
 OFMB ET 3/8 9K 3/10/17

Ann J. Anderson 3/20/17
 Contract Development and Control 3/20/17

B. Legal Sufficiency:
Anne Odefant 3-24-17
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 1 TO THE SEA TURTLE MONITORING CONTRACT,
BETWEEN
INWATER RESEARCH GROUP, INC. AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Sea Turtle Monitoring Contract dated June 7, 2016 (R2016-0710) (hereinafter "CONTRACT") by and between Inwater Research Group, Inc., a Florida corporation (hereinafter "CONSULTANT") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S E T H

WHEREAS, on June 7, 2016, the CONSULTANT and COUNTY entered into a Contract for Work to be authorized by a Notice to Proceed, up to an amount not to exceed \$28,121.60 (hereinafter "CONTRACT PRICE"), for sea turtle monitoring throughout Palm Beach County; and

WHEREAS, Article 15 of the CONTRACT provides for excusable delays which allows the COUNTY to revise the contract schedule; and

WHEREAS, by this FIRST AMENDMENT, the CONSULTANT and the COUNTY mutually agree to reduce the scope of work to 6 days of field work and to reduce the CONTRACT PRICE by a not-to-exceed amount of \$14,060.80, with all original terms, conditions and unit prices adhered to, except as modified herein.

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

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended, by decreasing the not-to-exceed contract amount in Article 3- Payments to Consultant, from \$28,121.60 to 14,060.80.

3. The CONTRACT is hereby amended by reducing the scope of work of the CONTRACT to six (6) days of field work.
4. It is the intent of the parties hereto that this FIRST AMENDMENT is retroactive to the contract expiration date of February 28, 2017 and shall not become binding until the date executed by the COUNTY.
5. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

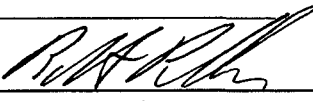
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

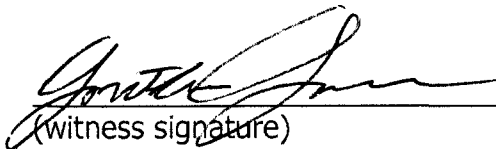
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

Assistant County Attorney

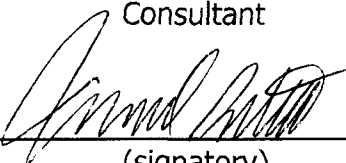


Robert Robbins, Director
Dept. of Environmental Res. Mgmt.



(witness signature)

JONATHAN GORHAM
(witness name printed)

Inwater Research Group, Inc.
Consultant
By: 

(signatory)

Michael Bresette
(print signatory's name)

Its: _____
President/Director

(print title)

(Corporate Seal)

65-1090322
Federal Tax No.

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

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

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

ARTICLE 1 - SERVICES

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

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

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

ARTICLE 2 - SCHEDULE

The Contract begins upon execution by the COUNTY and expires April 30, 2018.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Twenty Eight Thousand, One Hundred and Twenty One Dollars and Sixty Cents (\$28,121.60). The CONSULTANT will bill the COUNTY at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items

are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. In the event that a survey day cannot be completed due to weather and the CONSULTANT is unable to reschedule, the invoice for that period will be reduced by a total of Two Thousand, Three Hundred and Forty Three Dollars and Forty Seven Cents (\$2,343.47) per missed day.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

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

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

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

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

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

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to "Palm Beach County, c/o: ERM Director, 2300 N. Jog Road, 4th Floor, West Palm Beach, FL 33411-2743."
- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- J. **Watercraft Liability** CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of

the State of Florida, its Officers, Employees and Agents” as an Additional Insured.

This coverage requirement may also be satisfied via endorsement to the CONTRACTOR’S Commercial General Liability policy with a “CG 24 12 Boats” endorsement or similar endorsement.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

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

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 judgement 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, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

discretion of the COUNTY.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions,

accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 21 - NONDISCRIMINATION

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

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, 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:

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

With copy to:

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

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

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of 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 A: Scope of Work

Exhibit B: Schedule of Payments

Exhibit C: Insurance

Exhibit D: Certificate (Corporate)

Exhibit E: Non-discrimination form

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESS:

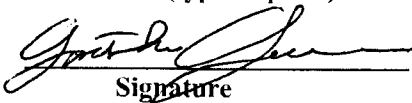
CONSULTANT:


Signature

InWater Research Group, Inc
Company Name

Jeffrey Guertin
Name (type or print)


Signature


Signature

Michael Bresette
Typed Name

JONATHAN GORHAM
Name (type or print)

President/Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corporate seal)

By _____
Assistant County Attorney

APPROVED AS TO
TERMS AND CONDITIONS

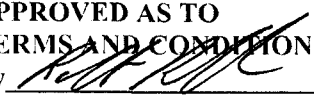
By 
Robert Robbins, Director
Department of Environmental Resources Management

EXHIBIT A

PROPOSAL FOR:

**ASSESSMENT OF MARINE TURTLES IN THE NORTHERN LAKE WORTH LAGOON -
2017**



PREPARED FOR:

Palm Beach County Department Of
Environmental Resources Management
3323 Belvedere Rd. Building 502
West Palm Beach, FL 33406-1548

PREPARED BY:

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

January 2017

INTRODUCTION

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

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

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

In order to take advantage of and build upon the baseline information gathered in the prior work and to gather current information on the population levels, health, and habitat use of turtles in a particularly important and vulnerable part of the lagoon, additional efforts are proposed to gather data on a semi-annual basis in the vicinity of Little Munyon Island in the northern segment of Lake Worth Lagoon. This proposal will include sea turtle abundance surveys along a permanent transect grid established in 2013 as well as continued capture and tagging efforts that will include an assessment of rates and severity of FP in captured turtles. This proposed study will also relate changes in sea turtle abundance and diet in the area to changes in submerged aquatic vegetation abundance and species composition at a study site in the area currently monitored by the South Florida Water Management District (SFWMD). This

proposal also includes survey efforts at additional sites near Jupiter Inlet, where anecdotal observations have documented considerable numbers of juvenile green turtles.

The primary objectives of the proposed work are to:

- 1) Conduct sea turtle monitoring efforts semi-annually in the area of Little Munyon Island in the northern segment of the LWL beginning in late spring of 2017.
- 2) Collect seasonal sea turtle abundance data on a permanently established monitoring transect in Little Munyon Island that will serve as an accurate index inwater abundance monitoring site for the area.
- 3) Conduct capture and tagging efforts in the Little Munyon Island area to gather seasonal data on the size class distribution, FP incidence and severity, and dietary preferences of sea turtles in the area.
- 4) Document sea turtle abundance and distribution at sites in the vicinity of Jupiter Inlet, including data on the size class distribution, FP incidence and severity, and dietary preferences of sea turtles in the area.

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

SCOPE OF WORK

Materials and Methods: Twelve days of field effort to gather sea turtle data will be partitioned into two seasonal trips to be conducted approximately 6 months apart in the late spring (April-May), and fall (October-November). Field work will include 10 days of quantitative visual transects and capture effort focused on the area in the northern lagoon near Little Munyon Island. The remaining two days of field effort will be focused on the area near Jupiter Inlet. A permanent transect grid has been established for the Little Munyon Island site using the program Distance 6.0 to establish the transects and to calculate effective transect swath widths for each transect run. The layout of the proposed transect grid is presented in Figure 1. The

EXHIBIT A

layout of the transect grid was established to encompass the entire area of high-density turtle sightings in the Little Munyon Island area, and the spacing of the transect lines takes into account factors affecting turtle sightability (primarily water quality) to maximize the area covered while avoiding overlap on adjacent transect lines. This approach minimizes the variation between transect runs and will allow for calculation of actual turtle density (expressed as observations per hectare). The permanent transect grid will cover a total of 10km and be run at least once per sampling period when and if conditions are ideal for meeting the assumptions of density estimation (most importantly, when tide level, cloud cover, and water visibility allow for top to bottom visibility across the entire transect grid). Data collected for all observations will include species, size class (juvenile, subadult, or adult), position in the water column (surface or underwater), and the GPS waypoint of the observation. This information will be presented in graphic and tabular form in the final report.

Capture efforts will also be conducted at both the Little Munyon Island and Jupiter Inlet sites. Captures by dip net and hand captures by the "rodeo" technique (Bresette et al. 2010) will be used to safely and efficiently capture turtles. Dip net captures shall be conducted using a large mesh nylon net with a three foot diameter hoop mounted on a twelve foot long handle. Observers in the tower guide the boat into position for the net operator in the bow to quickly "scoop" a resting or slowly swimming turtle. The boat then slowly follows the turtle until a dip net capture attempt can be made. If conditions of water depth and/or clarity or the behavior of the turtle are such that a capture cannot be easily and safely accomplished, the pursuit is terminated.

Hand captures (rodeo) consist of the boat closely following a turtle at slow speed until a diver is able to jump from the boat to capture the turtle by hand. Rodeo captures will be employed for turtles which are too large, in water too deep, or swimming too actively for the dip net capture method. Rodeo captures will be limited to waters greater than one meter deep for diver safety and to avoid impacts to seagrasses. The boat then slowly follows the turtle until a rodeo capture attempt can be made. If conditions of water depth and/or clarity or the behavior of the turtle are such that a capture cannot be easily and safely accomplished, the pursuit is terminated.

A minimum of 48 hours of capture effort will be conducted annually. All captured turtles will be measured, weighed, photographed, and tagged with flipper and implanted tags prior to release. Tumors associated with fibropapillomatosis (FP) will be measured and recorded on a standardized tumor score sheet.

Morphometric data will be collected for each turtle captured using forestry calipers and a flexible tape. Measurements include straight standard carapace length, straight minimum carapace length, straight carapace width, straight plastron length, curved carapace length,

EXHIBIT A

curved carapace width, and head width. Inconel #681 tags are applied to the trailing edge of each front flipper and a passive integrated transponder (PIT) tag is subcutaneously applied to the right front flipper. Before insertion of any tags, all flippers are scanned for the presence of any pre-existing PIT tags. Turtles are also weighed and photographed before they are released.

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

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

Analysis: Two separate but complementary methods will be employed to provide quantitative data on relative abundance. The HUNT method visual transects that are associated with capture efforts at both sites generate an index of abundance expressed in terms of sightings per transect kilometer, which is used for comparisons of abundance between different sites, different habitat types, and to discern seasonal and annual fluctuations in population levels within a site. The permanently established transects to be conducted at the Little Munyon Island site using the Distance 6.0 analysis can also provide abundance data expressed as observations per kilometer and thus be comparable to previous HUNT transects. Using Distance 6.0 allows for the variability in surface weather conditions and water clarity that occur between survey days to be accounted for in the determination of effective transect swath width, which produces much less variable estimates of abundance and also allows for calculation of turtle density, since the actual effective area of each transect run is calculated. Dietary lavage samples from both sites will be sorted under a dissecting microscope and identified to the lowest practicable taxon by Karen Holloway-Adkins of East Coast Biologists in Indian Lantic, Florida.

EXHIBIT A

All data collected are summarized by location, by season and by size class. These data will be used to further refine the size class and sex ratio characteristics of the resident population and to allow for the documentation of movements between habitats through tag returns. The rate and severity of FP incidence will be compared with data gathered since 2005 in the previous phases, with the goal of establishing any long term trends in Lake Worth Lagoon.

Deliverables:

A letter report will briefly summarize field work and status of data analysis and will be submitted following the completion of each sampling event. A final report will include all data from the work and will contain data, maps, and analysis described above. Results will include:

- Weather conditions
- Distance covered by sampling method
- Number of turtles observed
- Number of turtles captured
- Species and size class distribution
- Maps (GIS files)
- Health assessment
- Dietary analysis results
- Comparisons to seagrass survey data
- Comparisons to previous LWL data and other nearby lagoon and nearshore reef populations.
- Presentation to Lake Worth Lagoon stakeholders.

Reports will be submitted as both hard copy (1) and electronic versions (Word, Excel, PDF, digital photos).

Cost: \$28,121.60

EXHIBIT A

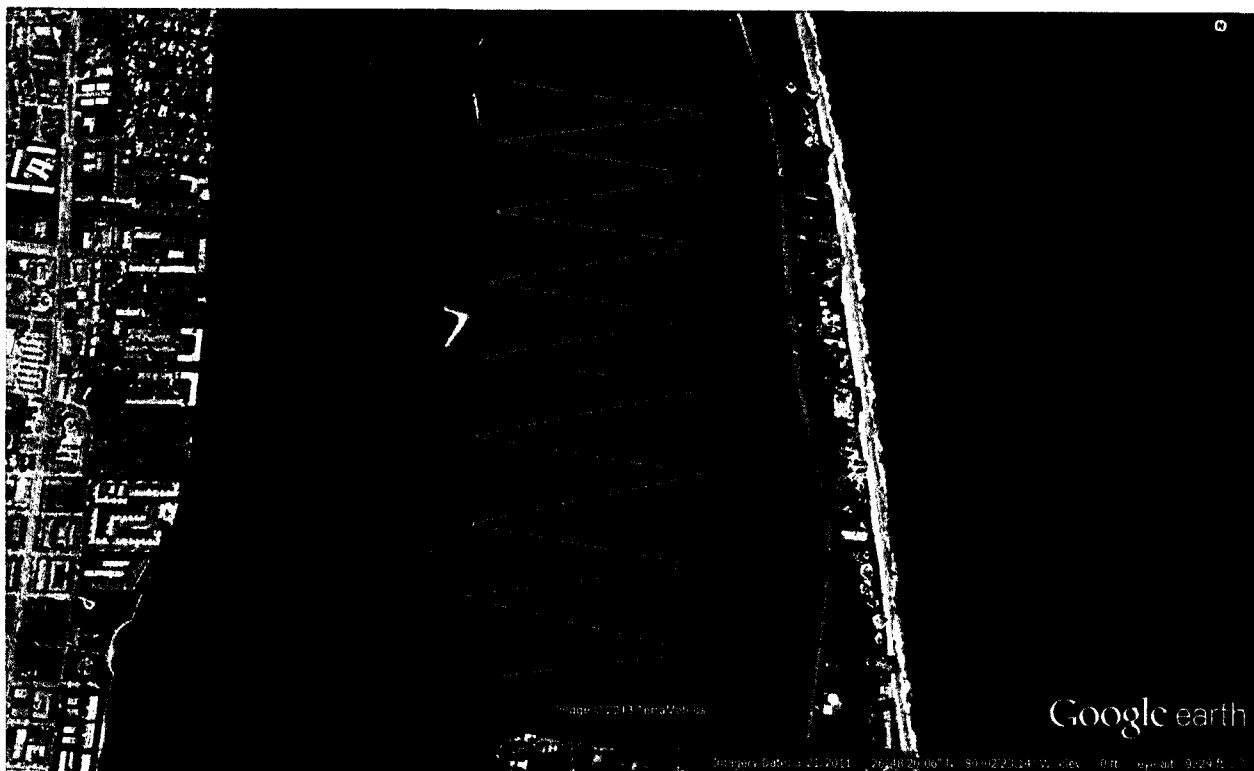


Figure 1. Little Munyon Island transect grid layout.

EXHIBIT A

Literature Cited

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

EXHIBIT A

COST PROPOSAL

Item	# Unit	Unit Cost	Total Cost
Expendables (Biopsy kit, tags, PIT tags)	1	\$300.00	\$300.00
Vessel (fuel, dockage, insurance)	12	\$350.00	\$4,200.00
Field labor (4 IRG biologists 10 hours per day @ 42.50/hr for 12 days)	4	\$5,100.00	\$20,400.00
Travel (80 miles/day @ \$0.51/mile x 12 days)	12	\$40.80	\$489.60
Diet analysis	18	\$30.00	\$540.00
Genetics analysis	24	\$40.00	\$960.00
Report Preparation (1 IRG biologist, 32 hours @ \$38.50/hr)	1	\$1,232.00	\$1,232.00

Total Project Cost**\$28,121.60**

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

FIRST SESSION (SPRING 2017)

Task(s) to be Completed: Field work and status report summarizing field work and status of data analysis

Completion Time: Field work- April-May, 2017; Status report- 1 month after seasonal trip

Compensation for First Quarter: \$14,060.80

Deliverable(s) Required: Spring Status Report

SECOND SESSION (FALL 2017)

Task(s) to be Completed: Field work and status report summarizing field work and status of data analysis

Completion Time: Field work- October-November, 2017; Status report- 1 month after seasonal trip

Compensation for Second Quarter: To be paid upon receipt of Final Report

Deliverable(s) Required: Fall Status Report

FINAL REPORT (WINTER 2017/2018)

Task(s) to be Completed: Final Report summarizing work completed in first and second sessions

Completion Time: January-February, 2018

Compensation for Third Quarter: \$14,060.80

Deliverable(s) Required: Final Report

Total= \$28,121.60

* "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.

** In the event that a survey day cannot be completed due to weather and the CONSULTANT is unable to reschedule, the invoice for that period will be reduced by a total of Two Thousand, Three Hundred and Forty Three Dollars and Forty Seven Cents (\$2,343.47) per missed day.

EXHIBIT "C"



CERTIFICATE OF LIABILITY INSURANCE

NOV 30 2016

DATE (MM/DD/YYYY)
11/28/2016

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

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

PRODUCER RICK CARROLL INSURANCE AGENCY 2160 NE Dixie Highway PO Box 877 Jensen Beach FL 34958-0877 INSURED Inwater Research Group, Inc 4160 NE Hyline Drive Jensen Beach FL 34957		CONTACT NAME: Darlene Kane PHONE (A/C, No, Ext): (772) 334-3181 FAX (A/C, No): (772) 334-7742 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Rockhill Insurance Company INSURER B: Commerce & Industry Company INSURER C: Great American Insurance Co INSURER D: INSURER E: INSURER F:	NAIC # 16691

COVERAGES CERTIFICATE NUMBER: CL16111708396 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD L WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE X OCCUR	X	ENVP00763204	11/28/2016	11/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER		ENVP00763204	11/28/2016	11/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY					
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC005867579	8/6/2016	8/6/2017	PER STATUTE X OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Vessel Owner Pollution		OMI349184509	11/28/2016	11/28/2017	Limit \$854,400.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE IS FOR PROOF OF INSURANCE ONLY. CERTIFICATE HOLDER IS RECOGNIZED AS ADDITIONAL INSURED ON GENERAL LIABILITY INSURANCE AS PER ATTACHED ENDORSEMENT # CG2010 (07/04)

RECEIVED
DEC 01 2016

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Environmental Resources Mgmt.; 2300 N. Jog Rd., 4th Fl W Palm Beach, FL 33412-2743	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Keith Carroll/DK <i>Keith Carroll</i>
--	---

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Add'l for policy minimum premium	APMP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$34.00
	U.S. longshore & harbor WC act	USLH		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
	Increased Limits Factor	INCLF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$86.00
	Experience Mod Factor 1	EXP01		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	-\$439.00
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$200.00
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

CFADTLCV

RECEIVED
 DEC 01 2015
 Copyright 2001, AMS Services, Inc.
 ENVIRONMENTAL RESOURCES MANAGEMENT

EXHIBIT "D"

CERTIFICATE
(Corporation)

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 27 day of Feb, 2017.

[Signature]
(Signature)

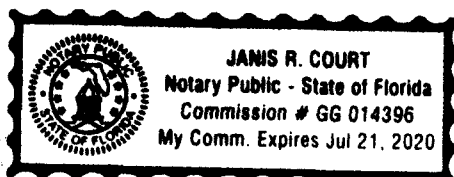
(CORPORATE SEAL)

Stephen Traxler
(Print Signatory's name)
Its Secretary

SWORN TO AND SUBSCRIBED before me this 27 day of February, 2017, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced FL DL# T62479261140-0 as identification and who did NOT take an oath.

[Signature]
(Notary Signature)


JANIS R COURT
(Print Notary's Name) **NOTARY PUBLIC**



State of Florida at Large
My Commission Expires:

7/21/2020

State of Florida



Department of State

I certify from the records of this office that INWATER RESEARCH GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on April 2, 2001.

The document number of this corporation is N01000002432.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixth day of April, 2001



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

EXHIBIT "E"

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 vendors 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 vendor does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such vendor shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

Vendor hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Vendor 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

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

OR

Vendor hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Vendor 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.

CONTRACTOR:

INWATER RESEARCH GROUP, INC.
Name of Contractor


Signature

JONATHAN GORHAM
Name (type or print)

VICE-PRESIDENT
Title

02/02/2017
Date