



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>\$72,344</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$72,344)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____	No <u>X</u>			
Does this item include the use of federal funds?	Yes _____	No <u>X</u>			
<b>Budget Account No.:</b>					
Fund	Department	Unit	Object	Program	
_____	_____	_____	_____	_____	

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 DEP Purchase Order \$72,344  
 Environmental Resources Capital Projects Fund (3654)

**C. Department Fiscal Review:**

*S. Meany*

**III. REVIEW COMMENTS**

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

*Sharon* 2/26/20  
 OFMB  
 acc 2/24  
*Am* 2/25

*John J. Jacoby* 2/13/2020  
 Contract Development & Control  
 3/3/2020 TD

**B. Legal Sufficiency:**

*ATB* 3/5/20  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director



## Requisition No. PR11244864

Issued on Mon, 03 Feb, 2020  
Created on Mon, 03 Feb, 2020 by Jennifer Coley

**Supplier:**

Palm Beach County/ERM  
2300 N. Jog Rd., 4th Floor  
West Palm Beach, FL 33411-2743  
United States  
Phone: 1561-233-2528  
Fax: 1  
Contact: Sue Neary

**Ship To:**

DEP-CORAL REEF CONSERVATION PROGRAM  
1277 NE 79TH STREET  
MIAMI, FL 33138-4206  
United States

**Deliver To:**

Jennifer Coley

**Bill To:**

DEP-CORAL REEF CONSERVATION PROGRAM  
1277 NE 79TH STREET  
MIAMI, FL 33138-4206  
United States

Entity Description: Department of Environmental Protection  
Organization Code: 37538070001  
Object Code: 000000-139900  
Expansion Option: VG  
Exemption Status: Yes  
Exemption Reason?: 3E

Fiscal Year Indicator: 2020  
PO End Date: Tue, 30 Jun, 2020  
PO Start Date: Tue, 17 Mar, 2020

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Intensive closed land-based coral systems for...		Dollar	72,344	None	\$1.00000 USD	\$72,344.00000 USD

Intensive closed land-based coral systems for research, seed banking, and amplification as per attached scope of work.

Service dates 3/17/2020 - 6/30/2020 (Total \$72,344 for Phase 1)

Deliverables Due on April 1, 2020

Task 1: Preparation of Facility and Initial Buildout for 8 Vat System.

Task 1 Deliverables (\$25,395):

- Photos of progress of facility remodeling that reflect current facility warehouse remodeled to accommodate vats and rebuilding, new vats purchased
- Copy of aquaculture permit(s), if needed

Deliverables due May 1, 2020

Task 2: Buildout of 8 vat system

Task 2 Deliverables (\$19,942):

- Photos of progress of facility remodeling that reflect hardware purchased for vats, stands materials purchased and beginning to build, tanks plumbed to sumps and filled/salted/running, lights/rails ordered, Apex units purchased and mounted/programmed/calibrated Vats cleaned, and prepared.

Deliverables Due June 1, 2020:

Task 3: Finish Build Out and Acquisition of permits and corals.

Task 4: Maintenance of corals and water quality. Coral growth monitoring.

Task 3 and 4 Deliverables (\$10,215):

- Photos of progress of facility remodeling that reflect lights mounted, live rock obtained and cycling aquariums, corals obtained and in tanks, systems cycled and calibrated.

- Copies or updates of collection/holding permit(s), if needed
- Water quality test results - May

Deliverables Due June 30, 2020

Task 4: Maintenance of corals and water quality. Coral growth monitoring.

Task 4 Deliverables (\$10,215):

- Water quality test results - June
- Catalog/documentation of corals in tank
- First month measurement of growth of 10 representative fragments/new colonies from each cohort tracked with chemistry and lighting settings to identify growth rates.

Final Deliverables (\$6,577):

- PowerPoint slides with images/notes
- Facility tours to all relevant stakeholders
- Final Summary Report

PARTIAL PAYMENTS ALLOWED

Order:

PunchOut:

Ship To Code: A0bbbt09.q

Buyer Code:

Description
Itemized Invoice
Time is of the Essence on this Order

MyGreenFlorida Content: N

Recycled Content?: N

Purchase Order Type:

Shipping Method: Best Way

FOB Code: INC-Dest

FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms and Conditions: [http://dms.myflorida.com/mfmp\\_PO\\_TC](http://dms.myflorida.com/mfmp_PO_TC)

P Card Order?: No

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**Total**                    \$72,344.00000  
USD

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## Status: Submitted

Approvals					
Required	Status	Reason	Approver	Approved By	Date
Required	Approved	System Supervisor approval is required for requisition	Patricia Rose	Patricia Rose	Tue, 04 Feb, 2020
Required	Approved	Supervisor approval is required for requisition	Jamie Monty	Jamie Monty	Tue, 04 Feb, 2020
Required	Approved	Supervisor approval is required for requisition	Joanna Walczak	Joanna Walczak	Tue, 04 Feb, 2020
Required	Approved	Must approve based on commodity	3700: Quality Assurance Approver	Kristen Sapp	Mon, 03 Feb, 2020
Required	Approved		3700: Purchasing Gatekeeper	Belinda Croft	Mon, 03 Feb, 2020
Required	Approved		Tommy Moore	Tommy Moore	Mon, 03 Feb, 2020
Required	Approved	Must approve based on total commodity amount	3700: Legal Approver	Angela Desmond	Mon, 03 Feb, 2020
Required	Approved	3700: Purchasing Gatekeeper	3700: Purchasing	Belinda Croft	Tue, 04

		must approve.	Gatekeeper		Feb, 2020
Required	Ready	FLAIR Integration	FLAIRIntegration		

## Requisition Comments

- Jennifer Coley, 02/03/2020:  
In Phase 1, this project aims to modify Reef Institute's current facility to build out an 8 vat system to house and care for Florida corals affected by Stony Coral Tissue Loss Disease. (Jennifer Coley, Mon, 03 Feb, 2020)
- Kristen Sapp, 02/03/2020:  
Approved per QA review, adherence to the scope of work and adherence to the QA attachment. (Kristen Sapp, Mon, 03 Feb, 2020)
- Tommy Moore, 02/03/2020:  
To be paid upon completion of services, acceptance, and receipt of itemized invoice. In the event that services rendered are not deemed satisfactory, the Contractor shall re-perform the work needed to ensure satisfactory service, at no additional cost to the Department. Failure to provide all services, or failure to provide services which are satisfactory, shall result in non-payment or termination of the Contract.

Contract Manager: Jennifer Coley, 305-795-1228, jennifer.coley@dep.state.fl.us

Questions regarding payment of invoices should be directed to Finance and Accounting at 850-245-2465

Purchasing Office Phone Number: 850-245-2361

The DEP objects to and shall not consider any additional terms or conditions submitted by a Vendor, including any appearing in documents attached as part of a Vendor's response to a request for quote. In submitting any response to a request for quote/estimate, the vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

**IMPORTANT NOTE:** The Florida Department of Environmental Protection (DEP) is participating with the Florida Department of Management Services in a statewide initiative to transform the state purchasing process by taking advantage of available technology. This initiative will streamline the purchasing process by providing increased transparency and producing administrative efficiencies. As part of this initiative, over the next few months DEP will be transitioning its quoting process (when appropriate) from the electronic mail with attachments to the eQuote functionality within the MyFloridaMarketPlace (MFMP) Sourcing application. Vendors should ensure that their MFMP registration profiles include receiving solicitation notifications from MFMP Sourcing which include eQuotes, to ensure they have access to DEP quoting opportunities. Should you have questions concerning your registration profile or need assistance updating your profile, please contact BuyerHelp@MyFloridaMarketPlace.com.

### PUBLIC RECORDS.

A. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the Department to perform the services under this Contract.

B. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the Department within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S.

2. Upon request from the Department's custodian of public records, Contractor shall provide the Department 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, Florida Statutes, or as otherwise provided by law.

3. Contractor shall identify and ensure that all 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 Contractor does not transfer the records to the Department.

4. Upon completion of the Contract, Contractor shall transfer, at no cost to Department, all public records in possession of Contractor or keep and maintain public records required by the Department to perform the services under this Contract. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at publicservices@dep.state.fl.us, or at the mailing address below.

Department of Environmental Protection  
Office of the Ombudsman & Public Services  
Attn: Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, Florida 32399

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Scrutinized Companies.

The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract." (Tommy Moore, Mon, 03 Feb, 2020)

- Angela Desmond, 02/03/2020:  
Approved as to form and legality. (Angela Desmond, Mon, 03 Feb, 2020)
- Patricia Rose, 02/04/2020:  
Revised language to clarify tasks vs. deliverables in description and attached revised SOW which was modified for the same purpose. (Patricia Rose, Tue, 04 Feb, 2020)
- COMMENT by **FLAIRIntegration** on 02/04/2020  
Requisition in 'HOLDUNTIL' status until Tue Mar 17 00:00:00 GMT 2020 (FLAIRIntegration, Tue, 04 Feb, 2020)

## Requisition Attachments

- ATTACHMENT by **Jennifer Coley** on *Monday, February 3, 2020 at 10:28 AM*  
Reef Institute DEP Coral Land Based Nursery Infrastructure Project 3\_FINAL\_PBCAdminFee.docx (2789607 bytes)
- ATTACHMENT by **Jennifer Coley** on *Monday, February 3, 2020 at 10:31 AM*  
Purchase\_Order\_QA\_Research\_1-11-19.doc (93696 bytes)
- ATTACHMENT by **Patricia Rose** on *Tuesday, February 4, 2020 at 1:39 PM*  
Reef Institute DEP Coral Land Based Nursery Infrastructure Project 3\_DEP.docx (2790868 bytes)

## **Florida Department of Environmental Protection (DEP)**

**Project Title:** Intensive Closed Land-Based Coral Systems: for research, seed banking, and amplification

**Principal Investigator(s):** Dr. Charles Gregory DVM, The Reef Institute

**Project Dates:**

Phase 1: March 17 – June 30, 2020: Build Out of Phase One and Infrastructure

For Reference: Phase 2: July 1, 2020 - June 30, 2021: Second build out expansion, plus inclusive continual infrastructure of Phase One Project.

Please Note: This document begins description and overview primarily of phase one projects.

**Background:**

Florida's coral reefs are currently experiencing a multi-year disease-related mortality event, that has resulted in massive die-offs in multiple coral species. Approximately 21 species of coral, including both those Endangered Species Act-listed and the primary reef-building species, have displayed tissue loss lesions which often result in whole colony mortality. First observed near Virginia Key in late 2014, the disease has since spread to the northernmost extent of the Florida Reef Tract, and south to Key West in the Lower Florida Keys. The best available information indicates that the disease outbreak is continuing to spread southwest and throughout the Caribbean.

Through initiatives like the Coral Reef Evaluation and Monitoring Project (CREMP) with the Environment Protection Agency, reports through the United Nations, and various global forums discussing the state of coral reefs, much has been discovered about the state of the Florida Reef Tract. One such find is that over the past 40 years, the coral cover has diminished from around 90% to less than 5% along surveyed portions of the Florida reef system. A long-term plan for coral conservation and restoration to grow this reef would ideally include land-based coral nurseries impervious to the increasing threats of hurricanes and other unforeseen circumstances. These versatile systems should be capable of simulating natural conditions to allow for seed banking and natural spawning and growth of corals. Versatile systems could control chemistry and lighting to perform research or accelerate growth in amplification schemes for restoration. Needs for chemistry, feeding, and lighting may be different between species and such systems could be controlled to accommodate a variety of coral.

Preliminary tasks aim to seed bank lineages of coral and harden/sexual select them for resilience or, more simply, amplify existing resilient coral. The Reef Institute hopes to expand its current systems to increase holding capacity for seed banking and research/amplification.

## **Project Goals and Objectives:**

**Phase One Objectives (March 17 – June 30, 2020):** The Reef Institute aims to double its current coral holding capacity using 8 x 30” by 90” fiberglass vats divided into 2 systems using newest generation water chemistry and lighting controllers and monitors. Two new separate systems will provide biologically secure separation from original holding space to allow for keeping endemic zone (non-naïve) and/or pre-invasion zone (naïve) corals for seed banking, research, and amplification. As part of an AZA initiative, the Reef Institute has offered to hold “rescue corals” collected ahead of the southern disease front in its current seed banking system. The new system would house survivor corals from the endemic zone, stress-hardened corals of opportunity/salvage corals, permitted corals collected specifically for research or spawning, and/or fragmentation plugs upon which larvae settled from temporarily collected colonies or in vivo collected spawn. In addition, disease zone invertebrates, such as long spined urchin or queen conch, may also be incorporated into the system as part of restoration research (spawning, settlement and growth) and biological control of algae. The Reef Institute currently has the infrastructure in place for both coral hospital and quarantining systems to ensure there is a holding place for any coral that might be sick and in need of care without endangering healthy animals. Additionally, the Reef Institute will house corals in two separate warehouses, with biosecure fire line which accommodates all considerations of coral biosecurity outlined for this coral rescue.

**Phase Two Objectives (July 1, 2020 - June 30, 2021):** The Reef Institute is confident that a major part of the coral restoration effort will include large scale land-based coral fragment grow-out systems and in anticipation of this is exploring additional space for large coral amplification systems. Close to the current facility we have potential space with water and electricity access appropriate to scaled coral systems. The goal of such a facility would be to rapidly amplify coral mass through regular micro fragmentation demonstrated by numerous current coral restoration efforts. The benefit of having an all indoor, power backup, hurricane proof facility would be consistent dependable coral fragment production when the plan for reintroduction is realized. In this phase, a major focus will be sexual propagation of holding corals. The initial stocking of the facility could be with salvage corals /corals of opportunity with the goal of researching the speed of maximum growth of species under ideal conditions. The systems could be modified to enhance coral resilience through hardening against acidification, temperature, or even disease (via selected exposure/vaccination). The details of Phase 2 are still to be worked out and remain in this document to show all involved this will need to be a multi-year project to reach its full potential.

The outcomes of this project will be incorporated into an on-going coral disease response effort which seeks to improve understanding about the scale and severity of the Florida Reef Tract coral disease outbreak, identify primary and secondary causes, identify management actions to remediate disease impacts, restore affected resources and, ultimately, prevent future outbreaks.

As such, collaboration amongst partners is encouraged when appropriate to avoid duplication of efforts and ensure alignment of needs. Coordination with other Principal Investigators is recommended and required as appropriate. The Reef Institute will work with all other agencies and Principal Investigators as seen necessary by the DEP and all others involved in such projects.

### **Quality Assurance**

Because the Propagation Team as part of the SCTL D response effort has yet to identify specific research goals for land-based nurseries, the outline for target species and preliminary data collection is not proposed to be formatted as formal research, but instead as responsible record keeping of coral health and system conditions. As research directives become available, these systems can be modified to cater to specific research needs and the Reef Institute is capable of a variety of modifications in husbandry, record keeping, and reporting.

The project objectives and methodology detailed in this Scope of Work are the outcome of the Coral Disease Technical Workshop held August 2019; this project is fulfilling a priority recommendation(s) from the experts convened during that workshop. This infrastructural project does not include experimental work and consequently a description is not included of proposed methodology for analysis, quality control, or experimental data evaluation procedures.

### **Task Description and Methodology: PHASE I**

**(Please note task description and methodology will also follow through Phase 2. As a new facility is located and confirmed for Phase 2 the budget will be submitted for review.)**

#### **Task 1: Preparation of Facility and Initial Buildout for 8 Vat System**

The Reef Institute will modify its existing facility in preparation for complete build out of 8 vat system. During this task the Reef Institute will remove all existing Pacific Systems and create a bio secure area for threatened Caribbean corals. Biosecurity protocols will be put into place for the build out and assurance that all systems will be protected and secured.

#### **Task 2: Buildout of 8 vat system**

The Reef Institute is currently housed in a building that is subdivided into two identical warehouse spaces. On one side there are 2 systems each containing 4 x 30" by 90" by 14" deep fiberglass raceways. Each system is monitored and controlled by a Neptune apex aquarium controller capable of live reporting of pH, temperature, salinity, redox potential, and power to all components. The controller sends texts and emails when parameters or conditions go outside of preset limits or sensors detect too little or too much water in the sump or water on the floor. It is programmed to take specific actions without being directed (add buffer, turn off pumps, shut solenoid to evaporation compensating freshwater line, etc.) Each aquarium has 3 LED lights capable of achieving a variety of photosynthetically available radiation spectrums (max PAR 300) and simulating local natural daylight and moon cycles. Additionally, each system has two

redundant submersible pumps, 1/3 horsepower chiller redundant to the air-conditioning in the warehouse, 2 250-watt titanium heaters, a 2 square foot algal refugium basin, and a protein skimmer. Additional powerheads can be added if circulation is needed by specific species. This proposal is to build out a mirror image of the current system in our second warehouse side. Permit(s) will be collected as needed/appropriate.

**Task 3: Finish Build Out and Acquisition of permits and corals.**

Ensure that all materials are properly finished and mounted and that all plumbing is working correctly. Obtaining coral will be based on available salvage corals. The Reef Institute will apply for the permit to be able to obtain these corals and work with existing permit holders as part of a broader rescue effort. This system will be populated with corals from the disease endemic zone and hopefully somewhat resistant to the stony coral tissue loss disease. A diversity of species of coral would buffer and stabilize a future reef ecosystem as biodiversity is known to add resilience both genetically and to the ecosystem's functionality. In short, 5 species of coral that can bring back/maintain 50% of the biodiversity and survive the next 50 years is an arbitrary but justifiable goal to strive for. The best candidate species that are to include, but are not limited to: *Stephanocoena intersepta*, *Pseudodiploria strigosa*, *Pseudodiploria clivosa*, *Montastrea cavernosa*, and *Orbicella faveolata*. These species (among others) include lineages which fit the above criteria and are scalable at speed, sexually reproducible, and offer some variety of physical habitat under different depths and light regimes. Further species diversification of Palm Beach County's disease surviving species can be implemented, but those with the best chance of successful and reintroduction for reef renewal purposes will be prioritized. Other corals may be explored and become additions/substitutions as we learn more as a community.

**Task 4: Maintenance of corals and water quality. Coral growth monitoring.**

The health of the coral colonies held at Reef Institute will be monitored daily. Corals will be target and broadcast fed concentrated phytoplankton mixes (rotifeast/phytofeast) twice weekly and supplemented with amino acid and trace mineral additive using a peristaltic pump to dispense an amount depending on coral density. Temperature, pH, and salinity will be measured daily by the Apex. Water quality tests (ammonia, nitrites, nitrates, phosphate, alkalinity, magnesium, calcium) will be performed weekly (or more frequently, as needed). Water changes will be performed as needed.

Monthly measurements of growth of 10 representative fragments/new colonies from each cohort will be tracked with chemistry and lighting settings to identify growth rates. Depending on needs for grow-out, systems may be configured to explore optimal conditions for growth. This task will just be starting at the end of Phase 1 and will become more prevalent in Phase 2.)

**Deliverables:**

*Funding will not be awarded until project has been coordinated and permitted by the appropriate local, state, and federal agencies. Appropriate deliverables will be 508-compliant and acknowledge the financial assistance provided by the State of Florida, as administered by the Office of Resilience and Coastal Protection – Southeast Region, within the Florida Department of Environmental Protection. Any maps, graphics, charts, or other deliverables intended to visually communicate information should include the following: DEP logo, title and/or appropriate explanation of the visual being presented, consistent scale bar, north arrow and key, and clearly labeled county lines (if applicable). When submitting photo deliverables, a consistent naming convention and organizational structure will be used that includes the date, site name, and any other relevant information. A separate folder will also be created with a smaller subset of photos (5-15 total) that highlight the overall project and can be used for communication pieces and/or messaging. All final deliverables and invoice(s) will be submitted to DEP by June 24, 2020 or earlier. DEP has the right to visit the contractor facilities unannounced or unplanned to ensure progress and/or completion.*

## **Phase 1 Deliverables**

### **Pictures of progress and reports delivered monthly**

#### **Task 1:**

- Current facility warehouse remodeled to accommodate vats and rebuilding.
- New vats purchased.
- Copy of aquaculture permits (if needed)

#### **Task 2:**

- Hardware purchased for vats.
- Stands materials purchased and beginning to build.
- Tanks plumbed to sumps and filled/salted/running Lights/rails ordered
- Apex units purchased and mounted/programmed/calibrated Vats cleaned, and prepared

#### **Task 3:**

- Lights mounted
- Live rock obtained and cycling aquariums
- Working with all appropriate agencies to obtain corals
- Corals obtained and in tanks
- Systems cycled and calibrated

#### **Task 4:**

- Water quality test results
- Catalog/documentation of corals in tank
- First month measurement of growth of 10 representative fragments/new colonies from each cohort will be tracked with chemistry and lighting settings to identify growth rates. Depending

on needs for grow-out, systems may be configured to explore optimal conditions for growth. This task will continue into Phase 2.

### Final Report

- 1 to 3 PowerPoint slides with images/notes summarizing new facility and demonstrating the capabilities of the systems.
- Facility tours to all relevant stakeholders including collaborators and potential collaborators.
- Final Report summarizing buildout and any corals being housed

**Phase 2:** Following same methodology and guidelines of Phase one, with expansions to new buildings, and facilities. Budgets and full SOW for Phase 2 to follow by end of February 2020.

Final report June 24, 2020 will include recommended actions/next steps specific to management of Phase One.

### Timeline:

Task #	Task	Details of Task	Dates	Cost
1	Preparation of facility and	Current facility warehouse remodeled to accommodate vats and rebuilding.	3/17/2020 – 4/1/2020	
1	<b>Deliverables Due</b>	<b>Task 1</b> - Photos of progress of facility remodeling	April 1, 2020	<b>Payment 1</b> <b>\$25,395</b>
2	Buildout of 8 vat system	New vats purchased. Hardware purchased for vats. Vats cleaned, and prepared. Stands materials purchased and beginning to build.	4/1/2020 – 5/1/2020	
2	<b>Deliverables Due</b>	<b>Task 2</b> - Photos of progress/equipment purchased	May 1, 2020	<b>Payment 2</b> <b>\$19,942</b>
3	Completed Buildout of 8 vat system	Stands completed and water sealed. Coral permits continued. Tanks plumbed to sumps and filled/salted/ running. Lights/rails ordered.	4/1/2020 – 5/10/2020	

3	Acquisition of permits	Obtain coral collection permits	3/17/2020 – 4/30/2020	
3	Acquisition of corals	Corals obtained and in tanks, if received through other agencies.	5/1/2020 - 6/1/2020	
3, 4	Acquisition of live rock, Maintenance of water quality	Live rock obtained and cycling aquariums. Water testing.	5/1/2020 – 6/1/2020	
4	Maintenance of corals and water quality	Systems cycled and calibrated. Coral husbandry and water testing.	5/1/2020 - 5/31/2020	
3, 4	<b>Deliverables Due</b>	<b>Task 1</b> - Photos of progress/equipment purchased <b>Task 3</b> - Copies or updates of collection/holding permit(s) as needed	June 1, 2020	<b>Payment 3</b> <b>\$10,215</b>
4	Maintenance of corals and water quality, Coral growth monitoring	Coral husbandry and water testing. First month measurement of growth of 10 representative fragments/new colonies from each cohort will be tracked with chemistry and lighting settings to identify growth rates.	6/1/2020 – 6/30/2020	
4	<b>Deliverables Due</b>	<b>Task 4</b> - Water parameter test results/Apex graphs for month of May and June <b>Final Deliverables</b> - Tour of facility - PPT slide(s) with images/notes summarizing new facility - Final Report	June 30, 2020	<b>Payment 4</b> <b>\$10,215</b>

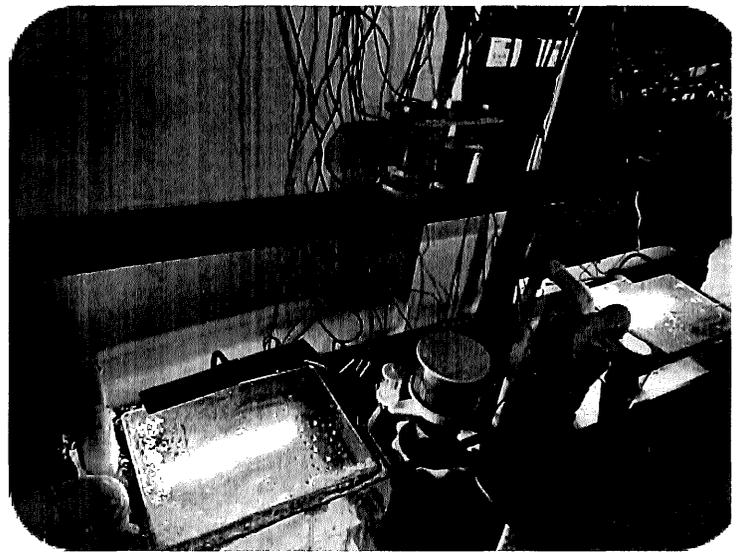
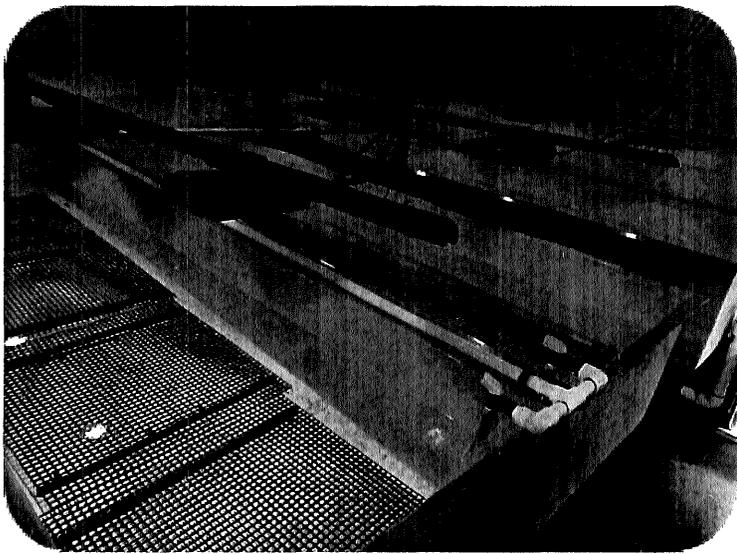
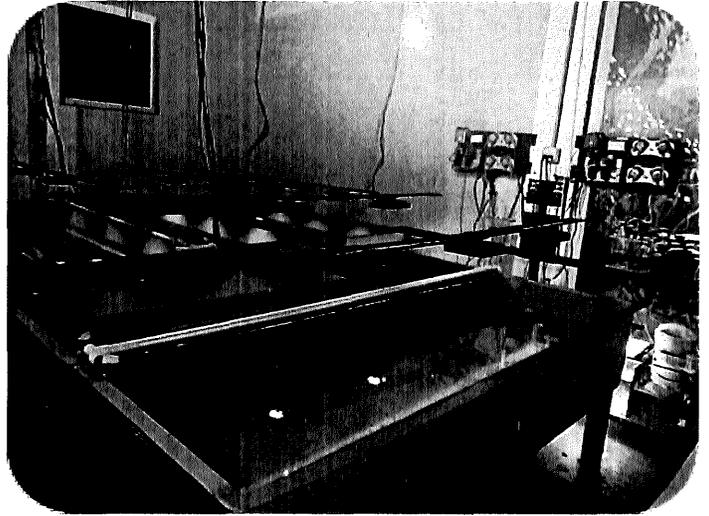
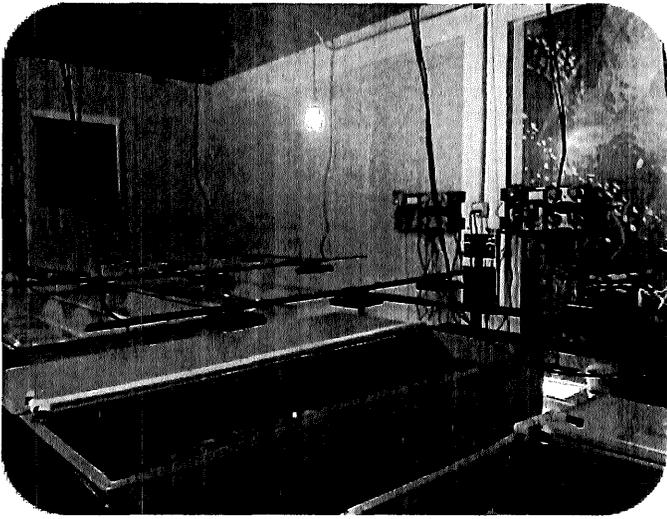
**Budget:**

<b>Component</b>	<b>Per Unit</b>	<b>Amount</b>	<b>Total</b>
<b>Light and Control</b>			
Light: ecotech g4 xr15 pro	\$210.00	27	\$5,670.00
apex controller	\$560.00	2	\$1,120.00
apex wxm module	\$125.00	2	\$250.00
apex doser kit	\$315.00	4	\$1,260.00
apex leak detector kit	\$105.00	2	\$210.00
solenoid	\$21.00	2	\$42.00
optical sensor	\$18.00	4	\$72.00
lunar simulator module, LEDS, and moving rail	\$440.00	1	\$440.00
light mounting rails	\$95.00	8	\$760.00
light sliding holders	\$15.00	24	\$360.00
light hanging kit	\$29.00	8	\$232.00
<b>Control Total</b>			<b>\$10,416.00</b>
Neptune Trident Calcium Controller	\$600.00	5	\$3,000.00
JBJ arctica 1/4 hp chiller	\$630.00	2	\$1,260.00

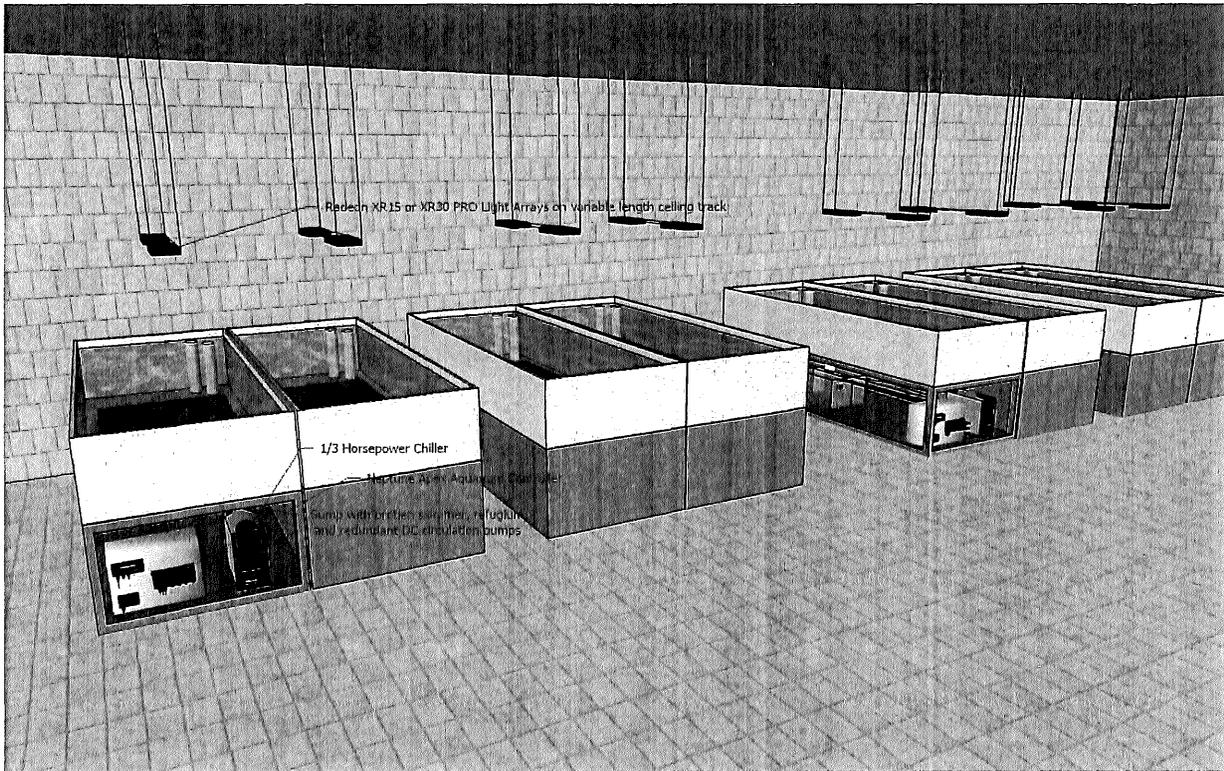
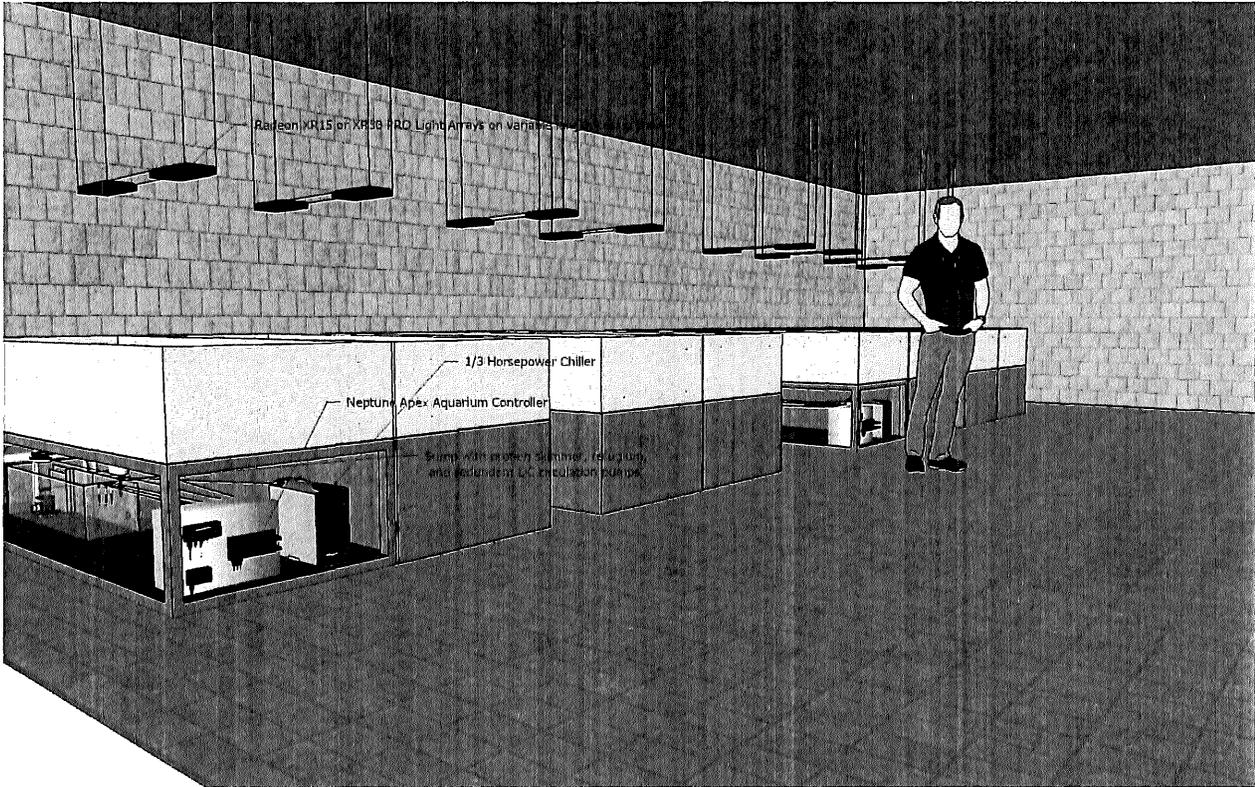
Cobalt Titanium Neotherm 300 watt heater	\$72.00	7	\$504.00
<b>Temperature Control Total</b>			<b>\$4,764.00</b>
180 gallon fiberglass Tank (8ft x 3ft x 1ft tall)	\$600.00	8	\$4,800.00
Ecotech Vectra m2 DC Pump	\$187.50	6	\$1,125.00
Triton v2 sump	\$452.00	3	\$1,356.00
Skimz sm167	\$260.00	4	\$1,040.00
Wooden Stands	\$180.00	2	\$360.00
Plumbing	\$40.00	2	\$80.00
refugium light	\$38.00	2	\$76.00
<b>Tanks and Sump Total</b>			<b>\$8,837.00</b>
<b>8 Tank Module Total</b>			<b>\$24,017.00</b>
<b>Initial costs</b>			
salt water			\$240.00
permits			\$50.00
live rock			\$600.00
<b>Total initial costs</b>			<b>\$890.00</b>
<b>Ongoing Cost</b>			
<b>Salary</b>	<b>Rate</b>	<b>Hours/month</b>	<b>Total Monthly</b>

Marine Veterinarian	\$50.00	140	\$7,000.00
Marine Biologist	\$20.00	80	\$1,600.00
<b>Monthly Billable Salary</b>			<b>\$8,600.00</b>
<b>Overhead</b>			<b>Total Monthly</b>
Electricity			\$255.00
rent			\$1,000.00
salt water			\$60.00
calcium and alkalinity coral food			\$300.00
Total monthly overhead			\$1,615.00
<b>Total Monthly Ongoing Costs</b>			<b>\$10,215.00</b>
<b>Total Ongoing Costs March - June</b>			<b>\$40,860.00</b>
<b>Total Budget</b>			<b>\$65,767.00</b>
<b>PBC Admin Fee</b>	10%	\$6,577	<b>\$72,344</b>

**Current Systems That Will Be Replicated:**



**3D Renderings of New Build Out:**



20-0580

BGEX 381 020520-0911  
BGRV 381 020520-0358

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

Fund 3654 Environmental Resources Capital Projects

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 02/05/2020	REMAINING BALANCE
<b><u>REVENUES</u></b>								
381-E466 The Reef Institute	4399 Oth Physical Environment Rev	0	0	72,344	0	72,344		
<b>Total Receipts and Balances</b>		<b>2,381,967</b>	<b>2,307,473</b>	<b>72,344</b>	<b>0</b>	<b>2,379,817</b>		
<b><u>EXPENDITURES</u></b>								
381-E466 The Reef Institute	6504 Iotb Non Infratructure	0	0	72,344	0	72,344	0	72,344
<b>Total Appropriations &amp; Expenditures</b>		<b>2,381,967</b>	<b>2,307,473</b>	<b>72,344</b>	<b>0</b>	<b>2,379,817</b>		

ATTACHMENT 2

<p>Environmental Resources Management INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted</p>	<p>Signatures &amp; Dates</p> <p><i>Robert J. Davis</i> 2-17-20 <i>Susan</i> 2/26/2020</p>	<p>By Board of County Commissioners At Meeting of March 17, 2020 Deputy Clerk to the Board of County Commissioners</p>
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**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
HEALTHY AQUATICS MARINE INSTITUTE OF FLORIDA INC. FOR A COST  
REIMBURSEMENT OF THE CORAL NURSERY EXPANSION PROJECT**

This Agreement (“**Agreement**”) is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (“**County**”), and Healthy Aquatics Marine Institute of Florida Inc., DBA The Reef Institute, a not-for-profit entity, both being hereinafter referred to collectively as the “**parties**”.

**WITNESSETH:**

WHEREAS, The Reef Institute desires to expand their closed system, land-based coral nursery to grow corals for restoration efforts in Florida reefs (collectively, the “**Project**”); and

WHEREAS, the County desires to environmentally restore and enhance the natural reefs in response to a massive disease outbreak affecting 21 species of coral species found on Florida reefs; and

WHEREAS, the Florida legislature appropriated funds to the Florida Department of Environmental Protection (“**DEP**”) to combat the disease and start restoration efforts and is authorized to disburse these funds to local governments for the purpose of coral nursery creation and expansion; and

WHEREAS, The Reef Institute desires to have the County act as the pass through agency between DEP and The Reef Institute to obtain cost reimbursement of \$65,767 through a DEP fixed price purchase order (“**PO**”) to receive funds for the construction of the Project; and

WHEREAS, the County desires to act as the pass through agency for the PO under the terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to document the terms of an agreement reached between the County and The Reef Institute for The Reef Institute to provide the County with the necessary documentation required for the County to apply for and receive the cost reimbursement of \$65,767 from DEP for the Project.

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

- 1) Recitals. The forgoing recitals are true and correct and are incorporated herein by reference.

2) The Project. The Reef Institute's project is for a closed system, land-based coral nursery expansion. The Project includes the construction of eight coral nursery tanks, stands, associated plumbing components and light, nutrient, and oxygen control systems in accordance with Exhibit A, Project Work Plan, which is attached hereto. The Reef Institute shall coordinate work on the project with the County's Department of Environmental Resources Management ("ERM"), and shall submit all invoices, reports and records to ERM, as specifically set forth in Exhibit A, B, C, D and, E hereof.

3) Party's Representatives/Liaison.

a) The County's representative during the performance of this Agreement shall be Jena McNeal, Environmental Analyst, telephone number 561-233-2513, e-mail address [jmneal@pbcgov.org](mailto:jmneal@pbcgov.org) or successor.

b) The Reef Institute's representative during the performance of this Agreement shall be Leneita Fix, Executive Director, telephone number 561-312-2230, e-mail address [lfix@reefinstitute.org](mailto:lfix@reefinstitute.org).

4) The Reef Institute's Responsibilities. The Reef Institute shall:

a) Allow the County through ERM to monitor The Reef Institute to assure the Project is completed as outlined in Exhibit A.

b) Submit deliverables to the County in the amount not to exceed \$65,767 for costs that are incurred after March 17, 2020, for the Project as described in Exhibit A.

c) Maintain books, records, documents, and other evidence, which sufficiently and properly reflects all costs of any nature expended in the performance of this Agreement.

d) Promptly reimburse the County for any funds that the County determines have been misused or misspent.

e) Submit status reports by deliverable due date, as specified in the Exhibit A and Exhibit E, Progress Report Form, to ERM's Agreement Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period.

f) Complete the project by the Task End Date identified in Exhibit A and submit a final project report, reimbursement request and invoices to the County by the Deliverable Due Date identified in Exhibit A.

g) Include the following in the final project report:

i) A one to two page written summary describing the Project, including the Project name, physical location of Project, GPS coordinates, and County Agreement number;

ii) Dated color photographs of completed Project representing the time period

covered in the payment request;

iii) Number of corals being housed in the new tank system.

- h) Shall bill the County once after each task is finished or by the Deliverable Due Date in accordance with Exhibit A, for expenses incurred and paid. The Reef Institute shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and approval by the County and DEP of a properly completed Payment Request Summary Form and Certification of Payment Request Form, as set forth in Exhibits B and C respectively. In addition to the aforementioned forms, The Reef Institute must also provide a list of expenditures in detail sufficient to evidence actual payment, as set forth in Exhibit D. The list shall include but shall not be limited to a description of the goods/services purchased, the date of the transaction, voucher number, the amount paid and vendor name, and a statement that said expense was necessary in the performance of the Project Work Plan described in Exhibits A, B and C, respectively. Each invoice and receipt must include the Project Title or County Agreement number. The Reef Institute shall supply copies of paid receipts, canceled checks, invoices or other documents deemed necessary by the County and DEP. All supporting invoices and receipts must clearly state that goods and/or services were invoiced to The Reef Institute and not to an individual or "Cash". Reimbursement requests received for The Reef Institute will be initially reviewed by ERM, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411. If the County determines that the expenditures have been made in conformity with this Agreement, it will send the documentation to DEP for final approval and payment to the County through the PO. Invoices must be submitted along with the Deliverables as listed in Exhibit A. Failure to submit completed Deliverables within the specified timeframe will result in a delay in payment and/or termination of this Agreement. Once DEP approves the deliverables, in accordance with DEP's PO to the County, the County will send The Reef Institute's payment request to the County's Finance Department for final approval and payment to The Reef Institute.

5) COUNTY's Responsibilities. The COUNTY shall:

- a) Upon receipt and approval of the deliverables from The Reef Institute as described in Exhibit A, the County shall send the documentation to DEP for approval. If DEP approves the deliverables, the County shall pay The Reef Institute in accordance with this agreement. If DEP does not approve the deliverables in accordance with the PO, this Agreement shall automatically terminate, and neither party will have any obligations under this Agreement.
- b) The County shall comply with the terms of the PO at all times.
- c) The County shall pass funds from DEP's PO on to The Reef Institute for construction expenses in the amount not to exceed \$65,767, provided The Reef Institute completes the Project as described in Exhibit A. Activities eligible for reimbursement include costs as described in Exhibit A, that are

incurred after March 17, 2020, and DEP approves the deliverables submitted by The Reef Institute.

6) Documentation Required for Cost Reimbursement.

- a) Only costs eligible for cost reimbursement are costs associated with the close system, land-based coral nursery expansion, as indicated in Exhibit A, Project Work Plan.

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 Agreement. The Reef Institute is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

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

8) Term. The term of this Agreement shall begin when executed by both parties and shall remain in effect from the effective date of this Agreement (“Term”) until the termination date of the DEP Fixed Price PO, which is currently June 30, 2020.

9) Availability of Funds. The County’s performance and obligation to pay under this Agreement is contingent upon receipt of funds from DEP.

10) Notices. All notices required in this Agreement 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:

Deborah Drum, Director or Successor  
Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> 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 Reef Institute, notices shall be addressed to:

Attn: Leneita Fix, Executive Director  
The Reef Institute  
520 24<sup>th</sup> Street  
West Palm Beach, FL 33407

11) Default and Termination.

a) If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day period.

b) The County may terminate this agreement, without cause upon ten (10) business days written notice to The Reef Institute.

c) No funds shall be expended by the County prior to approval of the deliverables by DEP.

12) Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

13) Amendments. This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.

14) Indemnification by The Reef Institute. The Reef Institute and its agents, employees and contractors shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officials 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 The Reef Institute's or its agents, employees or contractors performance of the terms of this Agreement or due to the acts or the omissions of The Reef Institute or its agents, employees or contractors.

15) Insurance Requirements for The Reef Institute. The Reef Institute shall maintain the following minimum insurance, (i) General Liability insurance with limits of \$1,000,000 for bodily injury or death of person(s) and property damage per occurrence, which shall insure against obligations assumed by the County in the indemnity provision set forth in Section 14 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of \$1,000,000 for bodily injury per accident, by disease per policy and disease per employee. Except for the Workers' Compensation Insurance, The Reef Institute shall name the Board of County Commissioners, Palm Beach County, Florida; the State of Florida as an additional insured and provide for a waiver or subrogation in favor of the County.

Upon execution of this Agreement, The Reef Institute shall provide evidence of the required insurance coverage in the form of an ACORD certificate to the County evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of the County and all additional insured until thirty (30) days written notice has been furnished to the County. Upon request, copies of insurance policies will be furnished to DEP by the County.

The Reef Institute shall be responsible for managing and administering all insurance policies required hereunder, including the payment of all deductibles and self-insured retention amounts, the filing of all claims and the taking of all necessary and proper steps to collect any proceeds on behalf of the relevant insured person or entity. The Reef Institute shall at all times keep the County informed of the filing and progress of any claim. If The Reef Institute shall fail to perform these responsibilities, the County may take such action as it determines appropriate under the circumstances. In the event The Reef Institute collects proceeds on behalf of other persons or entities, it shall ensure that these are paid directly from the insurers to the relevant person or entity and, in the event that it receives any such proceeds, it shall, unless otherwise directed by the County, pay such proceed to such party forthwith and prior thereto, hold the same in trust for the recipient.

Nothing in this Section shall be deemed to limit The Reef Institute's liability under this Agreement regardless of the insurance coverages required hereunder. No limitation of liability provided to The Reef Institute under this Agreement is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to the County under coverage required to be carried by The Reef Institute under this Agreement, it being the intent of the parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. The County assumes no responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. The County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, as may be amended from time to time. The County has instituted and shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Nothing in this Section is intended to serve as a waiver of sovereign immunity. The County shall provide The Reef Institute with a letter of self-insurance in form and substance satisfactory to The Reef Institute. This Section shall survive the expiration or earlier termination of this Agreement.

16) Non-discrimination. The County is committed to assuring equal opportunity in Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, The Reef Institute warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, The Reef Institute represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, The Reef Institute shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall The Reef Institute retaliate against any person for reporting instances of such discrimination. The Reef Institute shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Reef Institute understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Reef Institute shall include this language in its subcontracts.

17) Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

18) Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.

19) Independent Contractor. The Reef Institute is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All employees of The Reef Institute engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to The Reef Institute's sole direction, supervision, and control. The Reef Institute shall exercise control over the means and manner in which it and its employees perform the work, and in all respects The Reef Institute'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 Reef Institute does not have the power or authority to bind the County in any promise, agreement or representation.

20) Enforcement Costs. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.

21) Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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 or 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.

22) Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23) Construction. No party shall be considered the author of this Agreement since the parties have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

24) Inspector General. 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 any party contracting with the County, 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.

25) No Third Party Beneficiaries. No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or The Reef Institute.

26) Entirety of Agreement. The Reef Institute and the County agree that this Agreement, together with any attached exhibits, 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 or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

27) Successors and Assigns. The County and The Reef Institute 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 Agreement. Except as above, neither the County nor The Reef Institute shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, conditioned or delayed.

28) Regulations. The Reef Institute and the County shall each comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Reef Institute and the County are presumed to

be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

29) Access and Audits. The Reef Institute and the County shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement, in accordance with generally accepted accounting principles. The County shall have access to all books, records, and documents as required in the Agreement for the purpose of inspection and/or audits, during normal business hours, during the terms of this Agreement, and for at least five (5) years after completion of the project. In the event any work is subcontracted by The Reef Institute, The Reef Institute shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

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

- a) Keep and maintain public records required by the County to perform services as provided under this Agreement.
- 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 Reef Institute 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 Agreement term and following completion of the Agreement, if The Reef Institute does not transfer the records to the public agency.
- d) Upon completion of the Agreement The Reef Institute shall transfer, at no cost to the County, all public records in possession of The Reef Institute 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 Reef Institute transfers all public records to the County upon

completion of the Agreement, The Reef Institute shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If The Reef Institute keeps and maintains public records upon completion of the Agreement, The Reef Institute shall meet all applicable requirements for retaining public records. All records stored electronically by The Reef Institute 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 Reef Institute to comply with the requirements of this article shall be a material breach of this Agreement. 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. The Reef Institute 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 REEF INSTITUTE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REEF INSTITUTE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**(Remainder of Page Intentionally Left Blank)**

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

**ATTEST:**

**PALM BEACH COUNTY**

SHARON R. BOCK  
CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS:  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Deborah Drum, Director  
Department of Environmental Resources Management

**WITNESS:**

**The Reef Institute:**

[Signature]  
Signature

Jena McNeal  
Name (type or print)

[Signature]  
Signature

CARMAN N. VADE-VERVACHIO  
Name (type or print)

The Reef Institute,  
a Florida not for profit corporation

By: [Signature]  
Signature

Name: Lenette Fox  
(type or print)

Title: Executive Director

## EXHIBIT A

### PROJECT WORK PLAN

**PROJECT TITLE:** Pass through DEP funding for the expansion of a Closed System, Land-Based Coral Nursery at The Reef Institute to grow corals for restoration efforts on Florida reefs.

**PROJECT LOCATION:** This project is located at The Reef Institute in West Palm Beach, Palm Beach County, Florida. Latitude 26.735539/Longitude -80.055836. The Reef Institute is located in the neighborhood of Northwood Village. See Figure 1 for a location map.

**PROJECT BACKGROUND:** Florida's coral reefs are currently experiencing a multi-year disease-related mortality event that has resulted in massive die-offs in multiple coral species throughout the entire reef tract. In response, the Florida Department of Environmental Protection (DEP) and the Florida Fish and Wildlife Conservation Commission (FWC) are leading the effort to understand and stop the disease, as well as plan for the restoration of the reef system. These joint agency efforts culminated at a Coral Disease Technical Workshop in August 2019 where coral propagation objectives and immediate needs were prioritized. One of the top priorities was the need for additional land-based coral nursery space. The expanded or added nurseries will accept corals that survived the disease outbreak, to be sexually propagated, and grow additional disease resistant colonies to be out planted back onto Florida reefs.

**PROJECT DESCRIPTION:** This is a multi-phase project with Phase 1 doubling the current coral holding capacity at The Reef Institute. Phases 2 and 3 will include acquiring additional building space for expanded coral propagation for out planting onto Florida reefs. The purpose of this Agreement is for the County to provide pass through funding from DEP to The Reef Institute only for eligible and approved expenses.

#### **Task 1: Tank Construction**

**Task Description:** The Reef Institute will remodel their existing space to accommodate and construct an additional 8 coral nursery tanks. This task will also include the purchase of all hardware and materials needed for the tanks and stands.

#### **Task 2: Installation of System Controls**

**Task Description:** The Reef Institute will finish construction of the tanks and tank stands and purchase and begin to install all of the plumbing components and light, nutrient, and oxygen control systems.

#### **Task 3: System Calibration and Coral Husbandry**

**Task Description:** The installation of the plumbing components and light, nutrient, and oxygen control systems will be finished. The water in the tanks will be calibrated and prepped for receiving corals.

#### **Task 4: Coral Husbandry**

**Task Description:** Coral colonies will be acquired by working with FDEP and FWC to transport corals from construction projects to The Reef Institute. If corals are received, growth will be

tracked and reported. Consultation and technical expertise from The Reef Institute’s lead veterinarian, Dr. Charles Gregory DVM, on coral nursery expansion projects with other FDEP and FWC partners will be completed as needed.

**Deliverables:** Work completed as described in these tasks, as evidenced by these deliverables: 1) dated color photographs of completed work representing the time period covered in the payment request; 2) Exhibit E status report form; 3) receipts of materials purchased; 4) documentation of corals received and growth results; 5) water parameter test results; 6) dates of consultation support and information shared; and 7) final report.

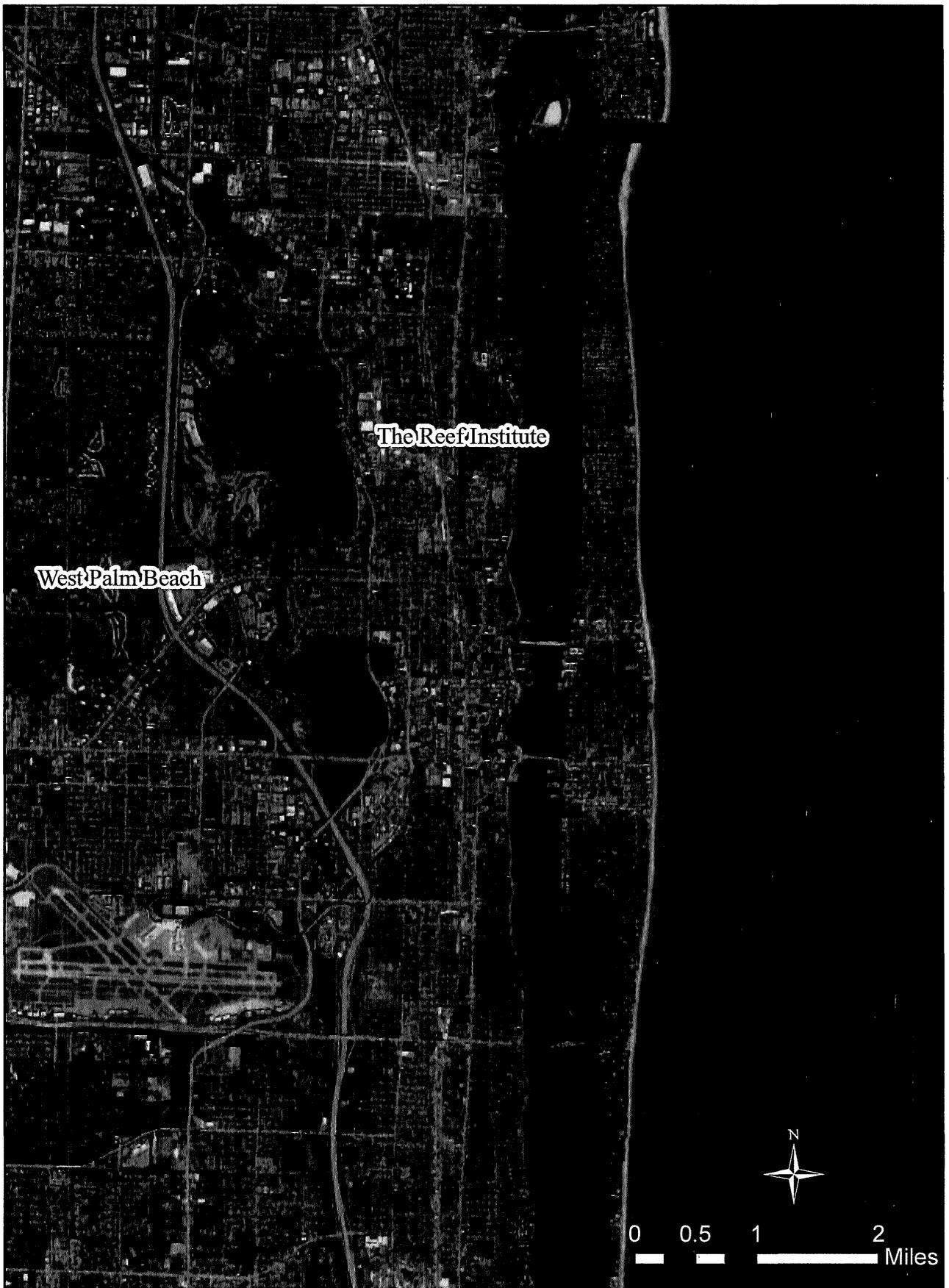
**Performance Standard:** The County’s Agreement Manager will review the deliverables to verify that they meet the specifications in the Project Work Plan and associated task description.

**Payment Request Schedule:** The task deliverables must be submitted and approved by the County and DEP prior to payment request and may be submitted as they are completed.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the task end date and all deliverables received by the corresponding deliverable due date. The County shall send the deliverables to DEP for approval. Upon DEP approval of the deliverables, the County will make payment to The Reef Institute.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>	<b>Deliverable Due Date</b>
1	Tank Construction	\$25,395	3/17/2020	4/1/2020	5/1/2020
2	Installation of System Controls	\$19,942	4/1/2020	5/1/2020	6/1/2020
3	System Calibration and Coral Husbandry	\$10,215	5/1/2020	6/1/2020	6/30/2020
4	Coral Husbandry	\$10,215	6/1/2020	6/30/2020	6/30/2020
<b>Total:</b>		<b>\$65,767</b>			

Figure 1.



**EXHIBIT B  
PAYMENT REQUEST SUMMARY FORM**

County Agreement No. \_\_\_\_\_ Agreement Effective Dates: \_\_\_\_\_

Name & Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Reef Institute's Representative \_\_\_\_\_

Performance Period (Start date - End Date): \_\_\_\_\_ Date of Request: \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

PROJECT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS
Task 1:	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$		
<b>LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:</b>	\$		
<b>TOTAL REMAINING (ALL TASKS)</b>	\$		

**The Reef Institute CERTIFICATION**

Complete The Reef Institute's Certification of Payment Request on Exhibit C to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited project activities.

**EXHIBIT C**  
**The Reef Institute's Certification of Payment Request**

I, \_\_\_\_\_, on behalf of  
(Print name of The Reef Institute Executive Director designated in the Agreement)

\_\_\_\_\_, do hereby certify for  
(Print name of The Reef Institute)

County Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Reef Institute has paid such costs under the terms and provisions of contracts relating directly to the project;

**Check all that apply:**

- All permits and approvals required for the transfer and holing of corals, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.

\_\_\_\_\_  
The Reef Institute Executive Director Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
The Reef Institute Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number



**EXHIBIT E**

**PROGRESS REPORT FORM**

<b>Agreement No.:</b>			
<b>Name:</b>			
<b>Address:</b>			
<b>The Reef Institute Ex. Director:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			

Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.

**The following format should be followed**

**Task #:**

**Progress for this reporting period:**

**Identify any delays or problems encountered:**

This report is submitted in accordance with the reporting requirements of County Agreement No. \_\_\_\_\_ and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of The Reef Institute's Executive Director

\_\_\_\_\_  
Date