

Meeting Date: February 2, 2021 ☒ (X) Consent ☐ () Regular
 ☐ () Workshop ☐ () Public Hearing

Department: Environmental Resources Management

Recommended by: Seborah Dwyer 1-6-2021 SAS 1/4/21
Department Director Date

Approved by: Pde 1/22/21
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$84,279				
Operating Costs					
External Revenues	(\$84,279)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget?	Yes		No <input checked="" type="checkbox"/>		
Does this item include the use of federal funds?	Yes		No <input checked="" type="checkbox"/>		
Budget Account No.:					
Fund	Department	Unit	Object	Program	

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

DEP Purchase Order \$84,278.90

Environmental Resources Capital Projects Fund (3654)

C. Department Fiscal Review:

S. Henry

III. REVIEW COMMENTS

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

Lux Martin 11/1/21
 OFMB 5/1/1

Mr. J. Jacoby 11/20/21
Contract Development & Control
1-20-21 TW

B. Legal Sufficiency

 1/21/21
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1



Order No. B84E68

Version Number: 1
Internal Version: false
Issued on Mon, 07 Dec, 2020
Created on Mon, 07 Dec, 2020 by Ariba System

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: AT
Exemption Status: Yes
Exemption Reason?: 3E

Distributors?: N
Requester: Jennifer Coley
Ship To Code: A0bbbto9.q
State Contract ID:
Contract ID:
Requester Phone:
PR No.: PR11578363
MyGreenFlorida Content: N
Method of Procurement:: L - Governmental agency [s 287.057(3)(e)12 F.S., defined in s 163.3164(21), F.S.]
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.
Encumber Funds: Yes
PO Start Date: Tue, 2 Feb, 2021
PO End Date: Wed, 30 Jun, 2021
Fiscal Year Indicator: 2021
PUI#: 3700
Site Code: 370000-10
Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
P Card Order?: No

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Intensive Closed Land-Based Coral Systems for...		Dollar	28,089.74	None	\$1.00000 USD	\$28,089.74000 USD
Intensive Closed Land-Based Coral Systems for research, seed banking, and amplification per the attached scope of work during the service dates 2/2/2021 - 6/30/2021 (\$84,278.90).							
Task 1: Updating Reef Institute Vats							
Task 2: Coral Collection and Acquisition							

Task 3: Maintenance of corals and water quality. Coral growth monitoring.
Task 4: Reporting

Task 1 - 4 Deliverables Due on 2/24/2021 (\$28,089.74)
-Task 1: Receipts of all equipment purchased installed; Photos of equipment purchased
-Task 2: Update on permit acquisition; Copy of permits (if received); Photos of corals received (if any)
-Task 3: Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data.; Photographs that document the condition of each colony during holding period.
-Task 4: Electronic log of AZA and rescue partner calls

PARTIAL PAYMENTS ALLOWED.

Buyer Code:

Description
Itemized Invoice
Time is of the Essence on this Order
Transaction Fee Exemption

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
2	Intensive Closed Land-Based Coral Systems for...		Dollar	14,047.29	None	\$1.00000 USD	\$14,047.29000 USD

Intensive Closed Land-Based Coral Systems for research, seed banking, and amplification per the attached scope of work during the service dates 2/2/2021 - 6/30/2021 (\$84,278.90).

Tas
k 2: Coral Collection and Acquisition
Task 3: Maintenance of corals and water quality. Coral growth monitoring.
Task 4: Reporting

Task 2 - 4 Deliverables Due on 3/24/2021 (\$14,047.29)
-Task 2: Update on permit acquisition; Copy of permits (if received); Photos of corals received (if any)
-Task 3: Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data.; Photographs that document the condition of each colony during holding period.
-Task 4: Electronic log of AZA and rescue partner calls

PARTIAL PAYMENTS ALLOWED.

Buyer Code:

Description
Itemized Invoice
Time is of the Essence on this Order
Transaction Fee Exemption

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
3	Intensive Closed Land-Based Coral Systems for...		Dollar	14,047.29	None	\$1.00000 USD	\$14,047.29000 USD

Intensive Closed Land-Based Coral Systems for research, seed banking, and amplification per the attached scope of work during the service dates 2/2/2021 - 6/30/2021 (\$84,278.90).

Tas
k 2: Coral Collection and Acquisition
Task 3: Maintenance of corals and water quality. Coral growth monitoring.
Task 4: Reporting

Task 2 - 4 Deliverables Due on 4/24/2021 (\$14,047.29)
-Task 2: Update on permit acquisition; Copy of permits (if received); Photos of corals received (if any)
-Task 3: Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data.; Photographs that document the condition of each colony during holding period.
-Task 4: Electronic log of AZA and rescue partner calls; Interim report

PARTIAL PAYMENTS ALLOWED.

Buyer Code:

Description
Itemized Invoice
Time is of the Essence on this Order
Transaction Fee Exemption

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
4	Intensive Closed Land-Based Coral Systems for...		Dollar	14,047.29	None	\$1.00000 USD	\$14,047.29000 USD
Intensive Closed Land-Based Coral Systems for research, seed banking, and amplification per the attached scope of work during the service dates 2/2/2021 - 6/30/2021 (\$84,278.90).							
Task 2: Coral Collection and Acquisition							
Task 3: Maintenance of corals and water quality. Coral growth monitoring.							
Task 4: Reporting							
Task 2 - 4 Deliverables Due on 5/24/2021 (\$14,047.29)							
-Task 2: Update on permit acquisition; Copy of permits (if received); Photos of corals received (if any)							
-Task 3: Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data.; Photographs that document the condition of each colony during holding period.							
-Task 4: Electronic log of AZA and rescue partner calls							
PARTIAL PAYMENTS ALLOWED.							
Buyer Code:							

Description
Itemized Invoice
Time is of the Essence on this Order
Transaction Fee Exemption

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
5	Intensive Closed Land-Based Coral Systems for...		Dollar	14,047.29	None	\$1.00000 USD	\$14,047.29000 USD
Intensive Closed Land-Based Coral Systems for research, seed banking, and amplification per the attached scope of work during the service dates 2/2/2021 - 6/30/2021 (\$84,278.90).							
Task 2: Coral Collection and Acquisition							
Task 3: Maintenance of corals and water quality. Coral growth monitoring.							
Task 4: Reporting							
Task 2 - 4 Deliverables Due on 6/24/2021 (\$14,047.29)							
-Task 2: Update on permit acquisition; Copy of permits (if received); Photos of corals received (if any)							
-Task 3: Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data.; Photographs that document the condition of each colony during holding period.							
-Task 4: Electronic log of AZA and rescue partner calls; 1 to 3 PowerPoint slides with images/notes summarizing coral holding and all work completed; Facility tours to all relevant stakeholders including collaborators and potential collaborators.; Draft of final report (due 6/10/2021); Final report							
PARTIAL PAYMENTS ALLOWED.							
Buyer Code:							

Description
Itemized Invoice
Time is of the Essence on this Order
Transaction Fee Exemption

						Total	\$84,278.90000
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USD

Comments

- Jennifer Coley, 12/01/2020:
The main goal of this project is to continue to provide and maintain housing for corals collected as part of the Coral Rescue Plan. This includes corals currently in the care of Reef Institute, as well as additional corals which enter their care as part of continued collection activities. (Jennifer Coley, Tue, 01 Dec, 2020)
- Jessica Patronis, 12/02/2020:
Approved per QA review and adherence to the QA attachment and the scope of work. (Jessica Patronis, Wed, 02 Dec, 2020)
- Regina McDonald, 12/02/2020:
NOTES TO VENDOR:

To be paid upon completion of services, DEP acceptance, and receipt of itemized invoice. Partial payments allowed. 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@floridadep.gov

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 e-Quote functionality within the MyFloridaMarketPlace (MFMP) Sourcing application. Vendors should ensure that their MFMP registration profiles include receiving solicitation notifications from MFMP Sourcing which include e-Quotes, 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

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." (Regina McDonald, Wed, 02 Dec, 2020)

Attachments

- ATTACHMENT by **Jennifer Coley** on *Tuesday, December 1, 2020 at 4:11 PM*
DEP Phase 2 SOW_Final.docx (1704342 bytes)
- ATTACHMENT by **Jennifer Coley** on *Tuesday, December 1, 2020 at 4:13 PM*
Purchase_Order_QA_Research_1-11-19.doc (93696 bytes)
- ATTACHMENT by **Jennifer Coley** on *Wednesday, December 2, 2020 at 5:04 PM*
DEP Phase 2 SOW_Final.docx (1704021 bytes)

Florida Department of Environmental Protection (DEP)

Project Title: Intensive Closed Land-Based Coral Systems: for research, seed banking, and amplification: Phase 2

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

Project Dates February 2, 2021 - June 30, 2021: Inclusive continual infrastructure of Phase 1 Project, plus land-based holding of rescue corals and salvage corals in conjunction with the Florida Coral Rescue Project. (This is considered the second phase, continuing on with the work started in Phase 1 with our original build out of intensive closed land-based coral re-search.)

Please Note: This document begins description and overview primarily of Phase 2 projects.

Background:

Florida's coral reefs are currently experiencing a multi-year disease-related mortality event, that has resulted in massive die-offs of 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 Florida's Coral Reef, and south to the Marquesas 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 Florida Fish and Wildlife Conservation Commission, reports through the United Nations, and various global forums discussing the state of coral reefs, much has been discovered about the state of Florida's Coral Reef. 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.

The Florida Department of Environmental Protection (DEP) is one partner, among others, creating solutions to the depleting Florida's Coral Reef (FCR). DEP has assisted the Reef Institute as well as other agencies to develop a long-term plan for coral conservation and restoration through the creation and maintenance of land-based coral nurseries impervious to the increasing threats of hurricanes and other unforeseen circumstances.

In Phase 1, the Reef Institute built versatile systems capable of simulating natural conditions to allow for gene banking, natural spawning, and growth of corals. These same systems are able to control chemistry and lighting to perform research or accelerate growth in amplification schemes for restoration.

Funding in Phase 1 from DEP and previous funding with the National Fish and Wildlife Federation has allowed the Reef Institute to build 16 vats and four closed systems. Each closed system allows for the chemistry, nutrients, and lighting to be controlled independently to accommodate a variety of coral species.

Phase 1 Complete June 30, 2020: Through Phase 1 funding, the Reef Institute doubled its current coral holding capacity using 8'x 2 ½'x 1 ½' fiberglass vats divided into two systems using innovative water chemistry and lighting controllers and monitors. Two new separate systems now provide biologically secure separation from the 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 the Association of Zoos and Aquariums (AZA) partnership with the Florida Coral Rescue Project, the Reef Institute now holds its first round of “rescue corals” collected from Fisher Island, in the endemic zone, in its current gene banking system. The Reef Institute was the first non-AZA holding facility as part of the Florida Coral Rescue Project. We are the first holding facility for corals that have been intentionally rescued from Fisher Island in Miami-Dade County within the endemic zone. Additionally, the Reef Institute is currently holding the largest amount of *Favia fragum* in any long-term holding facility to meet genetic diversity targets. A single colony of *Colpophyllia natans* the Reef Institute now holds is estimated to be the largest rescue colony to date. The system is now built to house survivor corals from the endemic zone, stress-hardened corals of opportunity/salvage corals, corals collected specifically for research or spawning, and fragmentation plugs upon which larvae settled from temporarily collected colonies or in vivo collected spawn. In addition, disease zone invertebrates, such as long-spined sea 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 is still able to house corals in two separate warehouses, with a biosecure fire line which accommodates all considerations of coral biosecurity outlined for this coral rescue.

Project Goals and Objectives:

Phase 2 Objectives (February 2, 2021 - June 30, 2021):

The Reef Institute now houses 16: 8' x 2 ½' x 1 ½' fiberglass vats divided into four closed systems using the newest generation water chemistry and lighting controllers and monitors. Additionally, there is an additional 250-gallon lagoon and two 250-gallon aquariums that are set up as both a coral hospital and quarantining system for corals. The lagoon is currently housing corals rescued from Fisher Island. While all Fisher Island corals were rescued from a metal sea wall, some skeletons retained higher number amounts of the wall onto their skeleton. In order to best control heavy metals in the water, corals that could not have metal removed from their base are housed in this closed system. Two vats currently hold corals rescued from Fisher Island as part of the Coral Rescue Project. One additional vat houses coral rescued from Port Everglades.

Phase 2 seeks to gene bank lineages of coral and harden/sexual select them for resilience or, more simply, amplify existing resilient coral. Currently the Reef Institute is holding both salvage corals from Port Everglades and corals in conjunction with the Florida Coral Rescue Project obtained from Fisher Island. From Port Everglades the Reef Institute currently holds the following species: *Siderastrea siderea*, *Pseudodiploria strigosa*, *Stephanoceaonia intersepta*, *Solenastrea bournoni*, *Oculina diffusa*, *Colpophyllia natans*, and *Montastraea cavernosa*. From Fisher Island via the Florida Coral Rescue Project the Reef Institute is currently holding these species: *Orbicella faveolata*, *Dichocoenia stokesii*, *Montastraea cavernosa*, *Pseudodiploria strigosa*, *Diploria labyrinthiformis*, *Colpophyllia natans*, and *Favia fragum*. The Reef Institute is currently holding the largest quantity of *Favia fragum* in any holding facility in conjunction with the Florida Coral Rescue Project.

(See Appendix A and B at the end of this document for amounts of each species currently in holding.)

An additional 12 vats and three closed systems remain open for gene banking and land-based coral nursery holding. The Florida Coral Rescue Project has reached out about the potential of holding additional rescue corals. Additionally, by obtaining a Special Activities License through FWC corals can be obtained by the Reef Institute directly, or by any means DEP sees as necessary.

These vats can initially be used as a holding facility but are equipped with the technology and systems to easily create land-based coral fragment grow-out systems, hold collected coral larvae, rescue corals, or corals that have been spawned inland.

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 coral disease outbreak on Florida's Coral Reef, 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 in process 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 Stony Coral Tissue Loss Disease (SCTLD) 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. Currently the Reef Institute is recording data in the portals required by the Florida Coral Rescue Project. Additionally, they are reporting in all disease action, and AZA meetings overseeing rescued coral care.

The project objectives and methodology detailed in this Scope of Work are the outcome of the Coral Disease Technical Workshop held May 2020; 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:

Task 1: Updating Reef Institute Vats

The Reef Institute will begin to update its existing vat systems for better flow, and further preparation for holding corals. Since becoming a holding facility with the Florida Coral Rescue Project, we have gained insights into best practices on the use of a variety of needs.

The Reef Institute is currently housed in a building that is subdivided into two identical warehouse spaces. 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, two 250-watt titanium heaters, a two square foot algal refugium basin, and a protein skimmer. Additional power heads 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 2: Coral Collection and Acquisition

Continuing to work alongside FWC, The Reef Institute will work as much as possible within their power to obtain rescue corals or other salvage corals from the state of Florida. The Reef Institute will continue to work with FWC to obtain any necessary permitting, as is released by FWC. The Reef Institute will apply for the permits to be able to obtain additional corals and work with existing permit holders as part of a broader rescue effort.

Obtaining coral will be based on available salvage corals and coordinating with necessary agencies for acquisition of corals. Florida Fish and Wildlife Commission will work with the Reef Institute to place further rescue corals as situations arise. The Reef Institute will stand prepared to collect corals as available, especially at the northern portion of Florida's Coral Reef.

Task 3: 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 has begun and will expand in depth as corals are added into systems.

Task 4: Reporting

All corals placed at the Reef Institute by the Florida Coral Rescue Project are tracked in the Florida Coral Rescue Database. Temperature, pH, and salinity will be measured weekly, and information uploaded into a spreadsheet. This information is then cross referenced with information tracked daily by Apex technology. Water quality tests (ammonia, nitrites, nitrates, phosphate, alkalinity, magnesium, calcium) will be performed three times a week and uploaded into a spreadsheet. Photos of each coral frag and colony are uploaded weekly. Corals are measured every 3 months and information uploaded into a spreadsheet. All information is tracked the Florida Disease Response Coral Rescue following their specific protocols. All information is uploaded

into the Florida Coral Rescue Database. All meeting required to remain part of the Florida Coral Rescue project will be attended and an electronic log kept and reported to DEP.

All information collected will be shared with DEP as it is collected and monitored for the Florida Disease Response Coral Rescue.

All spreadsheets, photographs, and call logs will be submitted to DEP on a monthly basis.

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, 2021 or earlier. DEP has the right to visit the contractor facilities unannounced or unplanned to ensure progress and/or completion. DEP may take up to two weeks to review deliverables.

Phase 2 Deliverables

Pictures of progress and reports delivered monthly

Task 1: Updating Reef Institute Vats

- Receipts of all equipment purchased
- Pictures of equipment purchased and installed

Task 2: Coral Collection and Acquisition

- Updates on permit acquisition
- Copies of all permit(s) for coral collections
- Pictures and documentation of all corals collected from the field. Photos should include pre and post relocation into land-based systems.

Task 3: Maintenance of corals and water quality. Coral growth monitoring

- Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data.
- 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 3.
- Photographs that document the condition of each colony throughout its time in captivity, submitted electronically.

Task 4: Reporting

- Interim review of completed tasks and next steps, summarizing the data collected and the health status of the rescue corals.
- Electronic log of AZA and rescue partner calls outlining participation and contribution to the collaborative effort.
- 1 to 3 PowerPoint slides with images/notes summarizing coral holding and all work completed
- Facility tours to all relevant stakeholders including collaborators and potential collaborators.
- Final Report summarizing project activities, husbandry lessons learned, and any corals being housed.

Final report will be delivered on/or before June 24, 2021 and will include recommended actions/next steps specific to management of Phase 2.

Timeline:

Task #	Task	Details of Task	Dates	Cost
1	Updating Reef Institute Vats	Update current vats with new equipment.	2/2/21-2/24/21	
2	Coral Collection and Acquisition	Coordinate with FWC to obtain permit(s) for coral collections.	2/2/21-6/24/21	
3	Maintenance of corals and water quality. Coral growth monitoring	Track treatment and health records for each coral held. Perform coral husbandry and water testing. Catalog/documentation of corals in tank. Photographs that document the condition of each colony throughout its time in captivity, submitted electronically.	2/2/21-6/24/21	
4	Reporting	Electronic log of AZA and rescue partner calls outlining participation and contribution to the collaborative effort. Monthly logs and check-ins. All logs of DAC, and all other pertinent coral calls and meetings. Write interim review of completed tasks and next steps, summarizing the data collected and the health status of the rescue corals. Write final report.	2/2/21-6/24/21	

1, 2, 3, 4	Deliverables Due for February 2021	Task 1: -Receipts of all equipment purchased -Photos of equipment purchased installed Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls	February 24, 2021	\$28,089.74
2,3,4	Deliverables Due for March 2021	Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls	March 24, 2021	\$14,047.29
2,3,4	Deliverables Due for April 2021	Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls -Interim report	April 24, 2021	\$14,047.29
2,3,4	Deliverables Due for May 2021	Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any)	May 24, 2021	\$14,047.29

		Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls		
2,3,4	Deliverables Due for June	Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls -1 to 3 PowerPoint slides with images/notes summarizing coral holding and all work completed -Facility tours to all relevant stakeholders including collaborators and potential collaborators. -Draft of final report (due 6/10/2021) -Final report	June 24, 2021	\$14,047.29

Budget:

Line	Description	Task 1	Task 2	Task 3	Task 4	Total
1	Professional Salaries	\$12,544.13	\$12,544.13	\$12,544.13	\$12,544.13	\$ 50,176.52
2	Fringe	\$991.98	\$991.98	\$991.98	\$991.98	\$ 3,967.92
3	Supplies	\$13,216.02	\$0.00	\$12,905.16	\$0.00	\$26,121.18
4	Total Direct Expenses	\$26,752.13	\$13,536.11	\$26,441.27	\$ 13,536.11	\$80,265.62
5	Total Indirect Expenses	\$1,337.61	\$676.81	\$1,322.06	\$676.81	\$4,013.28
6	Total Cost	\$28,089.74	\$14,212.92	\$27,763.33	\$14,212.92	\$84,278.90

Justification of Costs:

Staffing: Currently the Reef Institute employs one Marine Veterinarian who has been caring for the rescue corals. As expansion for Phase 2 and 3 continues for land-based propagation and future projects, additional staffing is necessary. Our Marine Veterinarian will work to oversee the health of all animals and ensure all coral is cared for correctly. A PHD level Marine Biologist and Aquarist will be hired to oversee all aquarium systems, interns, and data collection. This position will work alongside the Marine Veterinarian for all needs holding corals.

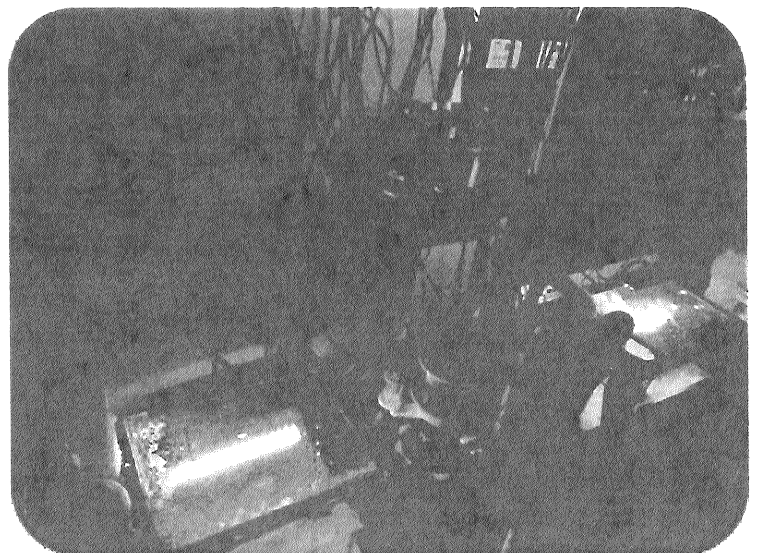
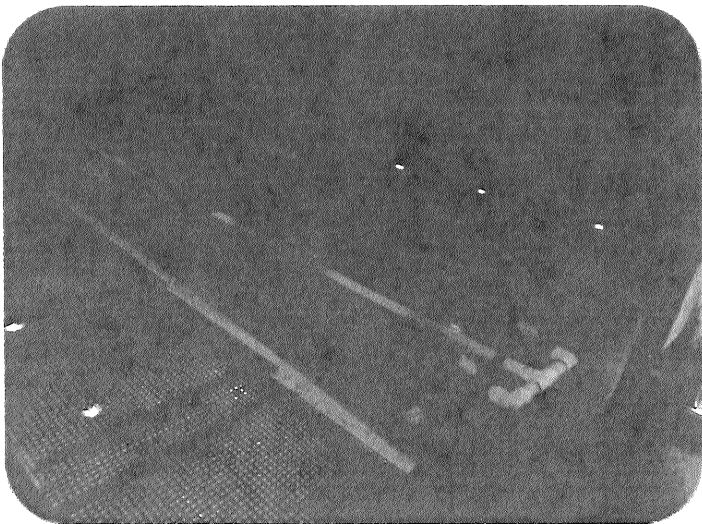
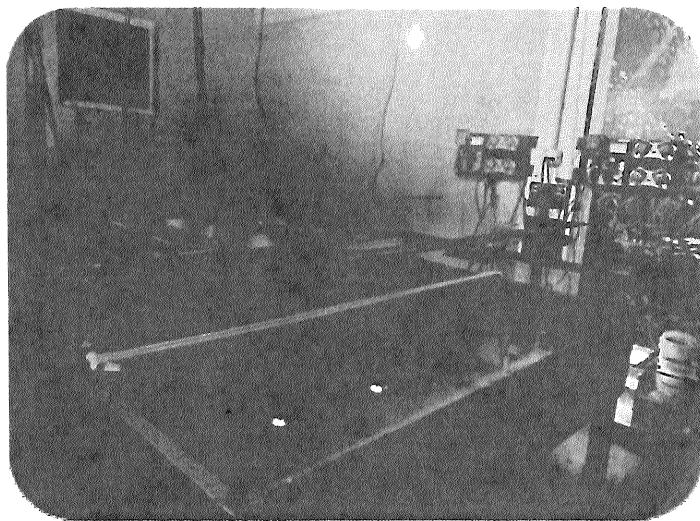
Two paid interns will work under the Marine Biologist to maintain water quality, water top offs, and all necessary maintenance needed for best care of animals. They will also assist in all data collection and reporting for rescue corals as needed for government agencies and the Florida Coral Rescue Project. The interns are currently in place, volunteering at this time.

Equipment: All equipment listed has been found most helpful to other aquariums and holding facilities in the coral rescue project.

Microscopes: Current Reef Institute microscopes that are used are the personal property of our Marine Veterinarian. These microscopes are used to take tissue samples of coral and ensure there is not stress. Additionally, they are used when corals are under stress to better identify the problem.

Utility and Overhead Increases from Phase 1: In Phase 2 of the project, coral holding will be taking up 75% of the space at the Reef Institute. This is an increase from about 35% usage in Phase One. All costs have been calculated based on 75% of totals over a 6-month period. As corals fill the vats, water usage will increase drastically with increased weekly water changes. Corals brought in from Fisher Island were rescued from a metal sea wall. These corals in one full closed system require a weekly 50% water change. As all other vats are filled with coral, they will require a monthly maintenance 20% water change. As all systems currently are not holding corals, these water changes have not been needed. Salt, water, and electricity usage has increased in this phase due to a broader holding of corals.

Systems that are cycled and prepared for coral holding:



Appendix A: Port Everglades salvage corals. Species list and number of colonies:

Scientific Name	Number of colonies in holding
<i>Pseudodiploria strigosa</i>	3
<i>Stephanoceonia intersepta</i>	54
<i>Solenastrea bournoni</i>	10
<i>Montastrea cavernosa</i>	9
<i>Oculina diffusa</i>	9
<i>Siderastrea sidereal</i>	13
<i>Colpophyllia natans</i>	1

Appendix B: Fisher Island rescue corals. Species list and number of colonies:

Scientific Name	Number of colonies in holding
<i>Orbicella faveolata</i>	10
<i>Dichocoenia stokesi</i>	3
<i>Montastraea cavernosa</i>	1
<i>Pseudodiploria strigosa</i>	6
<i>Diploria labyrinthiformis</i>	2
<i>Colpophyllia natans</i>	4
<i>Favia fragum</i>	63

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 381 121620-473
BGRV 381 121620-122

Fund 3654 Environmental Resources Capital Projects

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 12/16/2020	REMAINING BALANCE
REVENUES								
381-E466 The Reef Institute	4399 Oth Physical Environment Rev	16,792	16,792	84,279	0	101,071		
Total Receipts and Balances		1,191,510	1,186,510	84,279	0	1,270,789		
EXPENDITURES								
381-E466 The Reef Institute	6504 Iotb Non Infratructure	6,577	6,577	84,279	0	90,856	0	90,856
Total Appropriations & Expenditures		1,191,510	1,186,510	84,279	0	1,270,789		

Environmental Resources Management
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

Seborah J. Dunn 12-18-20

By Board of County Commissioners
At Meeting of

February 2, 2021

Deputy Clerk to the

Board of County Commissioners

**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 _____, 2021, 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 and the County previously entered into an agreement (R2020-0319) approved March 17, 2020, where The Reef Institute expanded their land-based coral nursery in Phase 1 by adding eight tanks to allow for rescue corals to be housed, grown and fragmented for coral restoration on Palm Beach County reefs and where the County acted as a pass through agency between the Department of Environmental Protection and The Reef Institute to obtain cost reimbursement for those expenses through a fixed price purchase order; and

WHEREAS, The Reef Institute desires to maintain and update their expanded land-based coral nursery and acquire additional corals for restoration efforts in Florida reefs as part of Phase 2, through this agreement (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, expansion and maintenance; 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 \$80,265.62 through a DEP fixed price purchase order (“**PO**”) to receive funds for the construction and maintenance 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 \$80,265.62 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 to maintain and update their expanded land-based coral nursery and acquire additional corals. The Project includes the maintenance of recently acquired corals, the ability to acquire and maintain additional corals, and updating their tanks with the latest guidance from DEP 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 jmcneal@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.

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 \$80,265.62 for costs that are incurred after February 2, 2021, 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 a final report as described in Exhibit A:
- 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 expenses as described in this Agreement, in the amount not to exceed

\$80,265.62, 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 February 2, 2021, and if 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, 2021.

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, 4th Floor
West Palm Beach, FL 33411-2743

With copy to:

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

If sent to the Reef Institute, notices shall be addressed to:

Attn: Leneita Fix, Executive Director
The Reef Institute
520 24th 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 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:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY

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 _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Deborah Drum
Deborah Drum, Director
Department of Environmental Resources Management

WITNESS:

Monique Belanger Lyle
Signature
Name (type or print)

Charles Gregory
Signature
Name (type or print)

The Reef Institute:

The Reef Institute,
a Florida not for profit corporation

By: [Signature]
Signature

Name: Loreta Fox
(type or print)

Title: Executive Director

EXHIBIT A

PROJECT WORK PLAN

PROJECT TITLE: Pass through DEP funding to maintain and update the Reef Institute's expanded land-based coral nursery and acquire additional 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 and August 2020 where coral propagation objectives and immediate needs were prioritized and reevaluated. One of the top priorities both years was the need for land-based coral nursery space. The Reef Institute will continue to 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. Phase 1 doubled the Reef Institute's coral holding capacity and was completed June 30, 2020. This Agreement is related to Phase 2, which will maintain the corals acquired in their expanded facility, update the nursery per DEP suggestions, and allow for the acquisition of additional corals. Phase 3 may include the acquisition of additional building space for expanded coral propagation for out planting onto Florida reefs, which would require a separate agreement. 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 Phase 2 expenses.

Task 1: Update Reef Institute Tanks

Task Description: The Reef Institute will update its existing tank systems for better flow and further preparation for holding additional corals. This task will also include the purchase of new hardware and materials needed for the tank updates.

Task 2: Coral Collection and Acquisition

Task Description: The Reef Institute will work with FWC to obtain rescue corals or other salvage corals from the state of Florida and obtain all required permits.

Task 3: Maintenance of Corals and Water Quality and Coral Growth Monitoring

Task Description: Coral colony health will be monitored daily and water quality tests will be performed weekly. Monthly measurements of coral colony growth of ten representative fragments

from each cohort will be tracked with water chemistry and lighting settings to identify growth rates.

Task 4: Reporting

Task Description: All corals placed at the Reef Institute by the Florida Coral Rescue Project will be tracked in the Florida Coral Rescue Database. Temperature, pH and salinity will be measured weekly and uploaded to the database. Water quality tests will be performed three times a week and uploaded to the database. Photos of each coral fragment and colony will be uploaded weekly to the database.

Deliverables: Work completed as described in these tasks, as evidenced by these deliverables: 1) receipts of all equipment purchased, pictures of equipment purchased and installed; 2) updates on permit acquisition, copies of all permit(s) for coral collections, pictures and documentation of all corals collected from the field; 3) spreadsheet cataloging all corals in the tanks with the following data: water quality test results, treatment and health records, and other pertinent growth and tracking data and photographs that document the condition of each colony throughout time; and 4) summary of the health status of the rescue corals, electronic log of Association of Zoos and Aquariums (AZA) and rescue partner call participation, one to three PowerPoint slides with images and notes summarizing coral holding and work completed, and a final report summarizing project activities, husbandry lessons learned, and documentation and health of all corals being housed.

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.

Task No.	Month	Deliverables	Due Date	Budget Amount
1, 2, 3, 4	Deliverables Due for February 2021	Task 1: -Receipts of all equipment purchased and installed -Photos of equipment purchased purchased Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls	February 24, 2021	\$26,752.13
2,3,4	Deliverables Due for March 2021	Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period.	March 24, 2021	\$13,378.37

		Task 4: -Electronic log of AZA and rescue partner calls		
2,3,4	Deliverables Due for April 2021	Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls -Final report	April 24, 2021	\$13,378.37
2,3,4	Deliverables Due for May 2021	Task 2: -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) Task 3: -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. Task 4: -Electronic log of AZA and rescue partner calls	May 24, 2021	\$13,378.37

2,3,4	Deliverables Due for June	<p>Task 2:</p> <ul style="list-style-type: none"> -Update on permit acquisition -Copy of permits (if received) -Photos of corals recieved (if any) <p>Task 3:</p> <ul style="list-style-type: none"> -Spreadsheet cataloging all corals in tank with the following data: (a) water quality test results; (b) treatment and health records; and (c) other pertinent growth and tracking data. -Photographs that document the condition of each colony during holding period. <p>Task 4:</p> <ul style="list-style-type: none"> -Electronic log of AZA and rescue partner calls -1 to 3 PowerPoint slides with images/notes summarizing coral holding and all work completed -Draft of final report (due 6/10/2021) -Final report 	June 24, 2021	\$13,378.38
Total:				\$80,265.62

Figure 1.

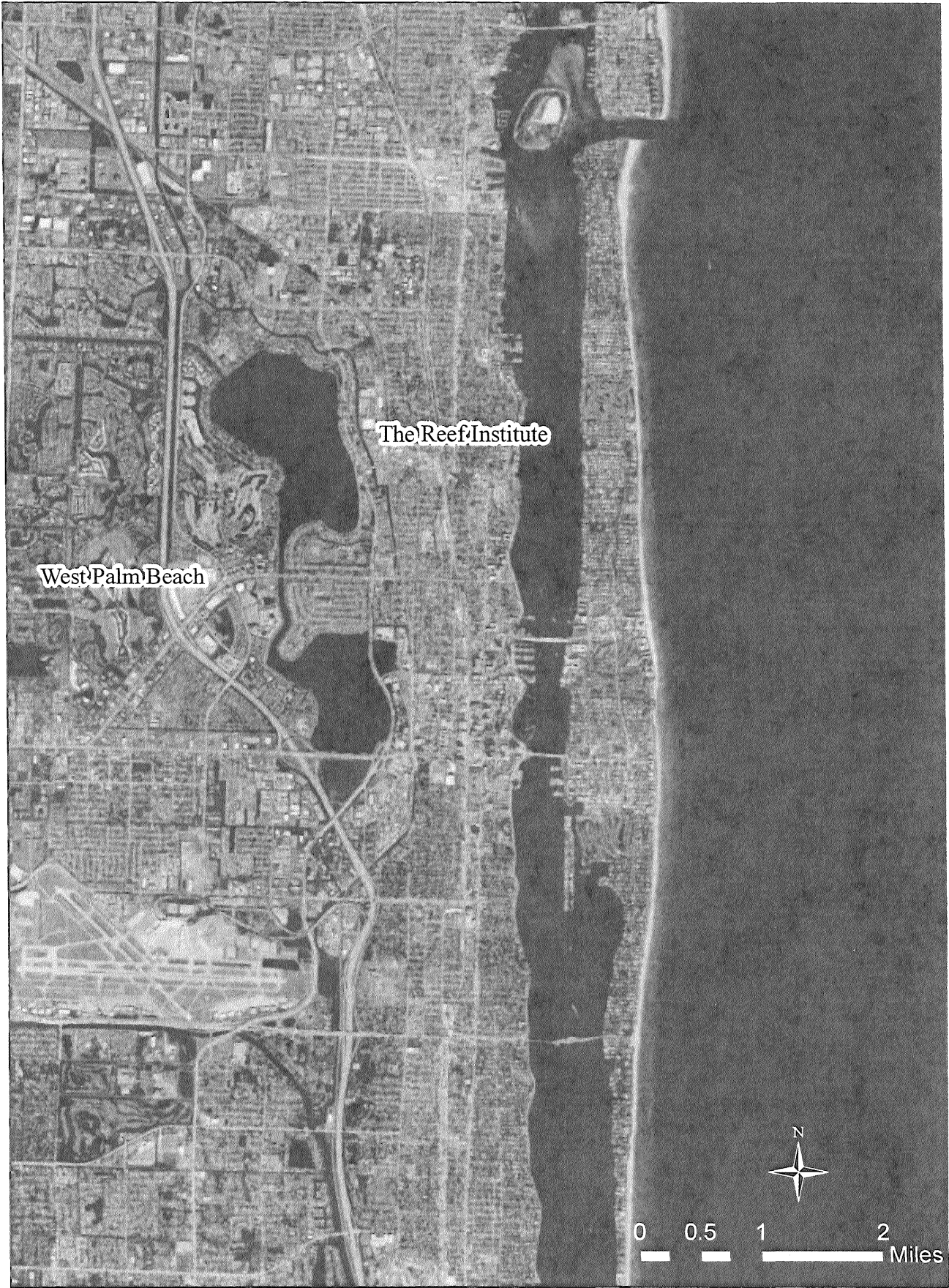


EXHIBIT B
PAYMENT REQUEST SUMMARY FORM

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:	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$		
TOTAL REMAINING (ALL TASKS)	\$		

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 D
REQUEST FOR PAYMENT – PART II
REIMBURSEMENT DETAIL

[illegible]

EXHIBIT E

PROGRESS REPORT FORM

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

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