

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$5,035	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$5,035	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>X</u>		No _____		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Budget Account No.:	Fund <u>3652</u>	Department <u>381</u>	Unit <u>M045</u>	Object <u>3120</u>	
	Fund <u>3652</u>	Department <u>381</u>	Unit <u>M028</u>	Object <u>3120</u>	
Reporting Category	_____				

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

	<u>Not To Exceed</u>
3652-381-M045-3120 Jupiter/Carlin Shoreline Protection	\$ 2,517.19
3652-381-M028-3120 Juno Beach Shoreline Protection	\$ 2,517.19

C. Department Fiscal Review: S. Henry

III. REVIEW COMMENTS

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

Various actions 3/21/22
Lisa Marie Blair 3/21/22
 OFMB 3-21-22

Joe S. Jaworski 3/28/22
 Contract Dev. and Control
 3-28-22 TJ

B. Legal Sufficiency:
[Signature] 3/29/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT I

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2022, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Atlantic University Board of Trustees, an institution of higher education authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0385507.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of shoreline surveying and sediment sampling, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Deborah Drum, Director of Environmental Resources Management, telephone no. (561) 233-2400.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be as specified in Article 26.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of this contract and complete all services by April 30th, 2025.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Five Thousand and Thirty Four Dollars and Thirty Eight Cents (\$5,034.38). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Invoices shall be sent to: tkawana@pbcgov.org and mmitchell@pbcgov.org, with a delivery receipt to confirm delivery.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges, and miscellaneous supplies will not be reimbursed under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees'

payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the CONSULTANT represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If CONSULTANT is not self-insured, CONSULTANT shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should CONSULTANT purchase excess liability coverage, CONSULTANT agrees to include COUNTY as an Additional Insured.

The CONSULTANT agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should CONSULTANT contract with a third-party (Contractor) to perform any service related to the Contract, CONSULTANT shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include CONSULTANT and COUNTY as Additional Insureds. CONSULTANT shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the CONSULTANT shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

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

ARTICLE 11 - INDEMNIFICATION

To the extent provided under Section 768.28 of the Florida Statutes, the CONSULTANT assumes any

and all risk of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributed to the negligent acts or omissions of the CONSULTANT and its officers, employees, servants, and agents while acting within the scope of their employment by the CONSULTANT. Nothing contained herein shall be construed or interpreted as (1) denying to the CONSULTANT any remedy or defense available to it under the laws of the State of Florida; (2) the consent of the CONSULTANT, its affiliates, the Board of Governors, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (3) a waiver of sovereign immunity of the CONSULTANT, its affiliates, the Board of Governors, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statutes; or (4) constituting a hold harmless agreement on the part of the CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and

request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

CONSULTANT reserves to itself and its employees the right to publish the results of the Project in whole or in part as they deem appropriate. In order that the premature public disclosure of such information does not adversely affect the interest of the parties, CONSULTANT shall provide

COUNTY's representatives/liason with a copy of each manuscript using data and information obtained as a result of this Contract that is intended for publication. The COUNTY may request delay in publication for a period of time determined necessary by the COUNTY. If the COUNTY does not make written request for delay in publication within sixty (60) days after receipt of a manuscript, CONSULTANT shall be free to publish the manuscript at any time at the end of the sixty (60) days. CONSULTANT reserves the right to use the results of this work for educational or research purposes.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not

limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, 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 Contract.

As a condition of entering into this Contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT 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 CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, 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. CONSULTANT shall include this language in any subcontracts issued under this Contract.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

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

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

Miriam Campo, Assistant VP for Research
Florida Atlantic University
777 Glades Road
Boca Raton, FL 33431

With copy to:

Dr. Tiffany Briggs, Assistant Professor
Department of Geosciences
Florida Atlantic University
777 Glades Road, SE 470
Boca Raton, FL 33431

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
- C. If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liason, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the

service. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT is a public employer for purposes of Section 448.095, Florida Statutes, as may be amended, and shall comply with the requirements applicable to it as a public employer.

CONSULTANT warrants and represents that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) it has verified or will verify that all of CONSULTANT's contractors (as defined in Section 448.095, Florida Statutes) performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Attachments:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

WITNESS:

FLORIDA ATLANTIC UNIVERSITY

Signature

Company Name

Name (type or print)



Signature

Muriel Industrious

Signature

Typed Name

Name (type or print)

Associate Director, Sponsored Programs

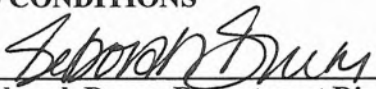
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
Scott A. Stone, Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 

Deborah Drum, Department Director
Environmental Resources Management

EXHIBIT "A"

SCOPE OF WORK

Geomorphic influences on healthy beach habitat

Project description:

The beach ecosystem, where sea turtles nest, is naturally influenced by changes in beach and dune erosion or accretion (Roberts and Wang, 2012), high tide flooding (Witham 1982), and seasonal disturbances such as hurricanes or tropical storms with high winds, waves, and inundation (Goldenberg et al., 2001; Pike and Stiner, 2007; Webster et al., 2005) leading to erosion and reduced habitat. The natural attributes (e.g., sediment color, selective transport) and dynamics (e.g., morphologic change, tidal flux) of beaches can impact the beach as a healthy ecosystem for a number of threatened and endangered species, including nesting marine turtles. Sediment color can influence albedo and result in higher substrate temperatures encountered by incubating embryos (Hays et al., 2001). In addition, other geotechnical properties (e.g., composition, size, sorting) of sediment can reduce gas and metabolic heat exchange within and around egg chambers threatening the health of the entire clutch (Foley et al., 2006). Furthermore, natural variability in total wave runup can influence nest moisture and resultant reproductive success (Bladow and Briggs, 2017).

Beach nourishment is a common erosion mitigation strategy but is also a temporary anthropogenic alteration to the beach geomorphology (Willson et al., 2017) that can alter characteristics that promote healthy beach habitat (Rumbold et al., 2001). Beach nourishment helps promote storm protection, creates habitat and recreational space, increases tourism, and protects buildings and infrastructure. However, additional research is needed to address impacts on species and habitats in emplacement areas (Nordstrom, 2005) and ensure that the post-nourishment beach closely approximates the physical conditions that would exist naturally otherwise. Heavy development along much of the coast is another potentially adverse anthropogenic influence on beach temperature. A robust, long-term dataset on geomorphic and environmental characteristics that could influence beach habitat will improve the current state of understanding on thresholds or suitable ranges of parameters most conducive for successful sea turtle nesting and hatching.

Florida's east coast beaches, including those in Palm Beach County, support one of the largest populations of loggerhead sea turtles (*Caretta caretta*), as well as nesting leatherback (*Dermochelys coriacea*) and green (*Chelonia mydas*) sea turtles. A large portion of the Palm Beach County coast experiences erosion events (such as from storm impacts and engineering structures interrupting the littoral drift), and therefore is managed with periodic nourishment from beneficial use of inlet-dredge material, upland mined sediment, or offshore sediments used for shore protection projects. This presents an ideal natural laboratory to evaluate natural and anthropogenic influences on the geomorphology, sedimentology, and substrate temperatures that could influence successful sea turtle nesting, hatching, and emergence success. Therefore, this study proposes to build upon an existing 3-year dataset to evaluate potential impacts on sea turtle habitat associated with geomorphology and sediment characteristics in northern Palm Beach County, Florida throughout the 2022 to 2024 nesting seasons.

Methodology:

Time-series beach profile surveys and sediment sampling will be conducted throughout Palm

Beach County (Figure 1) at temporal-events representing early (March), mid (June/July), and late (October) sea turtle nesting season over three years. A beach nourishment (Jupiter-Carlin, segment 1) was completed on December 26, 2021 and a dune restoration (Juno, segment 2) is expected to be completed at the start of the 2022 nesting season and start of the project. Two locations that have not directly received nourishment will serve as controls in the study area. A total of 11 locations will be sampled three times each year at the same locations as the 2019-21 project (7 managed, 2 control) and expanded to include R16 and R36 at developed beaches with condominiums.

Time-series beach profiles (xyz) will be collected at each study site from the dunes (or other physiographic delineation of the landward extent of the beach environment) to the waterline (tidal-dependent) with a Real-Time Kinematic (RTK) Global Positioning System (GPS). In total, 33 transects will be surveyed each year, for three years. Additional surveys will be conducted after a major wave event up to twice a year (planning for one tropical and one late-season winter storm). These data will provide information on beach elevation, width, slope, erosion/accretion patterns, and overall geomorphic evolution of the Palm Beach County beaches.

At each location, sediment sampling at cross-shore locations will represent sedimentologic conditions of the backbeach (where green and loggerhead sea turtles tend to nest), mid-beach (where loggerhead and leatherback turtles tend to nest), and the shoreline/MHW (where leatherbacks and loggerheads could nest, and the location where all species of turtles will come onto the beach). At each of these locations, sediment will be sampled from the surface, 45 cm depth, and 75 cm depth below surface (representing average depth of the mid and bottom nest dimensions). All samples will be analyzed for grain size distribution and bulk statistics (e.g., mean grain size and sediment sorting). Grain size distribution and statistics will be determined from sediment analysis at half- and quarter-phi sieve intervals between -4 (16 mm) and 4 ϕ (63 μ m) using a Ro-Tap Sediment Shaker. Carbonate content will be determined based on dissolution in a bath of diluted hydrochloric acid. Color will be visually determined using the Munsell color chart. A total of 297 samples will be collected each year (99 samples for each sampling event), for a total of 891 samples over the project duration. In addition, if any major wave event impacts the study area, additional sediment samples will be obtained at the same locations and analyzed. A cone penetrometer will be used to measure relative beach compaction alongshore at the various locations associated with sedimentologic variability.

HOBO temperature loggers will be placed at each study site and cross-shore location at the backbeach and mid-beach at 45 and 75 cm depths to mimic substrate temperatures surrounding the egg chambers throughout the nesting season. Equipment and monitoring (data download) will be conducted by Palm Beach County, Dept. of Environmental Resources Management (PBC ERM) personnel. All sea turtle nesting, hatching, and emergence statistics will be provided by a licensed surveyor contracted by PBC ERM. All temperature and raw sea turtle data will be shared in a Google Drive folder.

Although Dr. Briggs will oversee the planning and execution of the research project, the primary purpose of this study is to support PhD student, Leanne Hauptman's doctoral research. Hauptman will be the lead on conducting all field and laboratory data collection and analyses. However, given the magnitude and importance of these data, additional participation by MS students and undergraduate DIS students will be solicited and supported for various portions of the project. Thus, this project offers an opportunity for several students to conduct research in collaboration with a community partner (i.e., PBC ERM), gain knowledge and experience in both the academic and real-world settings, and train the next generation of scientists and managers.

At the end of each year, a one-page summary of the data will be provided to the county three (3) months following the last sample date. The final product of this effort will be a cumulative report to PBC ERM with datasheets and summary of results submitted six (6) months following the last sampling event in year 3. This project will constitute a large portion of Leanne Hauptmans' Ph.D.

dissertation research and produce one or more peer-reviewed publications; in addition to potential MS and undergraduate research project opportunities for theses and/or publications.

Budget and Justification:

Budget total: \$5,034.38

Travel: The proposed activities will mobilize from the FAU Boca Raton campus to all study sites. Mileage of \$0.585/mile (based off of the IRS standard mileage rates for 2022) for the ~100 miles roundtrip for three sampling events each year (plus two storm-related sampling events, contingent upon large wave events influencing the study area). \$292.50 is requested in years 1- 3, for a total of \$877.50 in requested domestic travel-related funds.

Materials and Supplies: Consumables and replacement materials relating to the field data collection and laboratory analyses are requested for all three years. Consumable materials include, but are not limited to hydrochloric acid, nitrile gloves, sediment sampling supplies, and survey markers. Replacement materials include, but are not limited to, lab beakers, batteries, survey rods, and damaged sieves. The real time kinematics global positioning system (RTK GPS) for the surveys requires a mobile WIFI hotspot portable router with WIFI subscription (billed and reimbursed directly to Dr. Briggs for a discounted rate). A total of \$1,050 for materials and supplies is requested for all three years, for a total of \$3,150.

Indirect cost: The indirect cost based on previous negotiations with Palm Beach County is 25%.

Summary for 3 year project*:

Subtotal requested: **\$4,027.50**

Indirect: \$1006.88

TOTAL: \$5,034.38

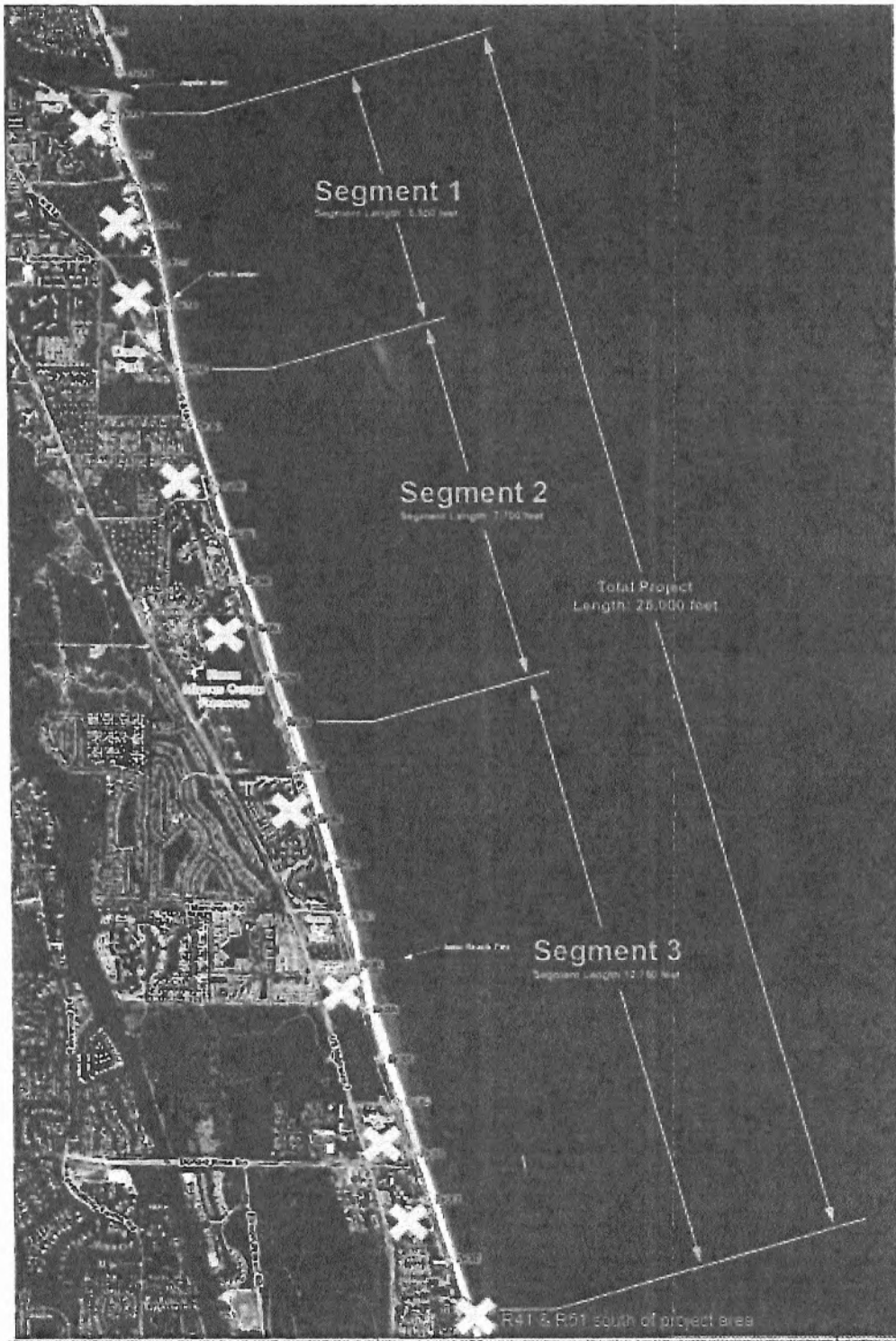


Figure 1. Beach and dune restoration project location, showing construction segments. Approximate study sites indicated by yellow "X" (9 shown within project area; 2 control sites south of map extent).

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

Sampling Event #1

Task(s) to be Completed: All documentation associated with obtaining an annual consent permit from the Florida Fish and Wildlife Conservation Commission must be submitted prior to the commencement of work. Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: April 2022

Compensation for Sampling Event 1: \$827.38

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #2

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: June/July 2022

Compensation for Sampling Event 2: \$497.50

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #3

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: October 2022

Compensation for Sampling Event 3: \$497.50

Deliverable(s) Required: A one-page summary of the year including sampling dates, number of samples successfully collected, and any preliminary results. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #4

Task(s) to be Completed: All documentation associated with obtaining an annual consent permit from the Florida Fish and Wildlife Conservation Commission must be submitted prior to the commencement of work. Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: March 2023

Compensation for Sampling Event 4: \$611

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #5

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: June/July 2023

Compensation for Sampling Event 5: \$497.50

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #6

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: October 2023

Compensation for Sampling Event 6: \$497.50

Deliverable(s) Required: A one-page summary of the year including sampling dates, number of samples successfully collected, and any preliminary results. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #7

Task(s) to be Completed: All documentation associated with obtaining an annual consent permit from the Florida Fish and Wildlife Conservation Commission must be submitted prior to the commencement of work. Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: March 2024

Compensation for Sampling Event 7: \$611

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #8

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: June/July 2024

Compensation for Sampling Event 8: \$497.50

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #9

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: October 2024 for final sampling, April 1st, 2025 for the final report

Compensation for Sampling Event 9: \$497.50

Deliverable(s) Required: A one-page summary of the year including sampling dates, number of samples successfully collected, and any preliminary results. Hard copy of invoice to be provided after the completion of data collection. A draft report is due no later than April 1st, 2025 for the County to review and provide comments as needed. A final report is due no later than April 30th, 2025.

Total Compensation for all nine sampling events = \$5,034.38

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$5,035</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$5,035</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>X</u>		No _____		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Budget Account No.:	Fund <u>3652</u>	Department <u>381</u>	Unit <u>M045</u>	Object <u>3120</u>	
	Fund <u>3652</u>	Department <u>381</u>	Unit <u>M028</u>	Object <u>3120</u>	
Reporting Category	_____				

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

	<u>Not To Exceed</u>
3652-381-M045-3120 Jupiter/Carlin Shoreline Protection	\$ 2,517.19
3652-381-M028-3120 Juno Beach Shoreline Protection	\$ 2,517.19

C. Department Fiscal Review: *S. Henry*

III. REVIEW COMMENTS

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

Savanna Jackson 3/21/22
Lise Marie 3/21/22
 OFMB 3-21-22

Dr. J. Jaworski 3/28/22
 Contract Dev. and Control
 3-28-22 JW

B. Legal Sufficiency:

ATB 3/29/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT I

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2022, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Atlantic University Board of Trustees, an institution of higher education authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0385507.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of shoreline surveying and sediment sampling, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Deborah Drum, Director of Environmental Resources Management, telephone no. (561) 233-2400.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be as specified in Article 26.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of this contract and complete all services by April 30th, 2025.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Five Thousand and Thirty Four Dollars and Thirty Eight Cents (\$5,034.38). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Invoices shall be sent to: tkawana@pbcgov.org and mmitchell@pbcgov.org, with a delivery receipt to confirm delivery.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges, and miscellaneous supplies will not be reimbursed under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees'

payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the CONSULTANT represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If CONSULTANT is not self-insured, CONSULTANT shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should CONSULTANT purchase excess liability coverage, CONSULTANT agrees to include COUNTY as an Additional Insured.

The CONSULTANT agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should CONSULTANT contract with a third-party (Contractor) to perform any service related to the Contract, CONSULTANT shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include CONSULTANT and COUNTY as Additional Insureds. CONSULTANT shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the CONSULTANT shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

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

ARTICLE 11 - INDEMNIFICATION

To the extent provided under Section 768.28 of the Florida Statutes, the CONSULTANT assumes any

and all risk of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributed to the negligent acts or omissions of the CONSULTANT and its officers, employees, servants, and agents while acting within the scope of their employment by the CONSULTANT. Nothing contained herein shall be construed or interpreted as (1) denying to the CONSULTANT any remedy or defense available to it under the laws of the State of Florida; (2) the consent of the CONSULTANT, its affiliates, the Board of Governors, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (3) a waiver of sovereign immunity of the CONSULTANT, its affiliates, the Board of Governors, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statutes; or (4) constituting a hold harmless agreement on the part of the CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and

request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

CONSULTANT reserves to itself and its employees the right to publish the results of the Project in whole or in part as they deem appropriate. In order that the premature public disclosure of such information does not adversely affect the interest of the parties, CONSULTANT shall provide

COUNTY's representatives/liason with a copy of each manuscript using data and information obtained as a result of this Contract that is intended for publication. The COUNTY may request delay in publication for a period of time determined necessary by the COUNTY. If the COUNTY does not make written request for delay in publication within sixty (60) days after receipt of a manuscript, CONSULTANT shall be free to publish the manuscript at any time at the end of the sixty (60) days. CONSULTANT reserves the right to use the results of this work for educational or research purposes.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not

limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, 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 Contract.

As a condition of entering into this Contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT 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 CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, 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. CONSULTANT shall include this language in any subcontracts issued under this Contract.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

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

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

Miriam Campo, Assistant VP for Research
Florida Atlantic University
777 Glades Road
Boca Raton, FL 33431

With copy to:

Dr. Tiffany Briggs, Assistant Professor
Department of Geosciences
Florida Atlantic University
777 Glades Road, SE 470
Boca Raton, FL 33431

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT’S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), for unescorted access to critical facilities (“Critical Facilities”) or criminal justice information facilities (“CJI Facilities”) as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
- C. If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the

service. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT is a public employer for purposes of Section 448.095, Florida Statutes, as may be amended, and shall comply with the requirements applicable to it as a public employer.

CONSULTANT warrants and represents that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) it has verified or will verify that all of CONSULTANT's contractors (as defined in Section 448.095, Florida Statutes) performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Attachments:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

WITNESS:

FLORIDA ATLANTIC UNIVERSITY

Signature

Company Name

Name (type or print)



Signature

Signature

Muriel Industrious

Name (type or print)

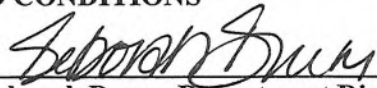
Typed Name
Associate Director, Sponsored Programs
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
Scott A. Stone, Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 

Deborah Drum, Department Director
Environmental Resources Management

EXHIBIT "A"

SCOPE OF WORK

Geomorphic influences on healthy beach habitat

Project description:

The beach ecosystem, where sea turtles nest, is naturally influenced by changes in beach and dune erosion or accretion (Roberts and Wang, 2012), high tide flooding (Witham 1982), and seasonal disturbances such as hurricanes or tropical storms with high winds, waves, and inundation (Goldenberg et al., 2001; Pike and Stiner, 2007; Webster et al., 2005) leading to erosion and reduced habitat. The natural attributes (e.g., sediment color, selective transport) and dynamics (e.g., morphologic change, tidal flux) of beaches can impact the beach as a healthy ecosystem for a number of threatened and endangered species, including nesting marine turtles. Sediment color can influence albedo and result in higher substrate temperatures encountered by incubating embryos (Hays et al., 2001). In addition, other geotechnical properties (e.g., composition, size, sorting) of sediment can reduce gas and metabolic heat exchange within and around egg chambers threatening the health of the entire clutch (Foley et al., 2006). Furthermore, natural variability in total wave runup can influence nest moisture and resultant reproductive success (Bladow and Briggs, 2017).

Beach nourishment is a common erosion mitigation strategy but is also a temporary anthropogenic alteration to the beach geomorphology (Willson et al., 2017) that can alter characteristics that promote healthy beach habitat (Rumbold et al., 2001). Beach nourishment helps promote storm protection, creates habitat and recreational space, increases tourism, and protects buildings and infrastructure. However, additional research is needed to address impacts on species and habitats in emplacement areas (Nordstrom, 2005) and ensure that the post-nourishment beach closely approximates the physical conditions that would exist naturally otherwise. Heavy development along much of the coast is another potentially adverse anthropogenic influence on beach temperature. A robust, long-term dataset on geomorphic and environmental characteristics that could influence beach habitat will improve the current state of understanding on thresholds or suitable ranges of parameters most conducive for successful sea turtle nesting and hatching.

Florida's east coast beaches, including those in Palm Beach County, support one of the largest populations of loggerhead sea turtles (*Caretta caretta*), as well as nesting leatherback (*Dermochelys coriacea*) and green (*Chelonia mydas*) sea turtles. A large portion of the Palm Beach County coast experiences erosion events (such as from storm impacts and engineering structures interrupting the littoral drift), and therefore is managed with periodic nourishment from beneficial use of inlet-dredge material, upland mined sediment, or offshore sediments used for shore protection projects. This presents an ideal natural laboratory to evaluate natural and anthropogenic influences on the geomorphology, sedimentology, and substrate temperatures that could influence successful sea turtle nesting, hatching, and emergence success. Therefore, this study proposes to build upon an existing 3-year dataset to evaluate potential impacts on sea turtle habitat associated with geomorphology and sediment characteristics in northern Palm Beach County, Florida throughout the 2022 to 2024 nesting seasons.

Methodology:

Time-series beach profile surveys and sediment sampling will be conducted throughout Palm

Beach County (Figure 1) at temporal-events representing early (March), mid (June/July), and late (October) sea turtle nesting season over three years. A beach nourishment (Jupiter-Carlin, segment 1) was completed on December 26, 2021 and a dune restoration (Juno, segment 2) is expected to be completed at the start of the 2022 nesting season and start of the project. Two locations that have not directly received nourishment will serve as controls in the study area. A total of 11 locations will be sampled three times each year at the same locations as the 2019-21 project (7 managed, 2 control) and expanded to include R16 and R36 at developed beaches with condominiums.

Time-series beach profiles (xyz) will be collected at each study site from the dunes (or other physiographic delineation of the landward extent of the beach environment) to the waterline (tidal-dependent) with a Real-Time Kinematic (RTK) Global Positioning System (GPS). In total, 33 transects will be surveyed each year, for three years. Additional surveys will be conducted after a major wave event up to twice a year (planning for one tropical and one late-season winter storm). These data will provide information on beach elevation, width, slope, erosion/accretion patterns, and overall geomorphic evolution of the Palm Beach County beaches.

At each location, sediment sampling at cross-shore locations will represent sedimentologic conditions of the backbeach (where green and loggerhead sea turtles tend to nest), mid-beach (where loggerhead and leatherback turtles tend to nest), and the shoreline/MHW (where leatherbacks and loggerheads could nest, and the location where all species of turtles will come onto the beach). At each of these locations, sediment will be sampled from the surface, 45 cm depth, and 75 cm depth below surface (representing average depth of the mid and bottom nest dimensions). All samples will be analyzed for grain size distribution and bulk statistics (e.g., mean grain size and sediment sorting). Grain size distribution and statistics will be determined from sediment analysis at half- and quarter-phi sieve intervals between -4 (16 mm) and 4ϕ (63 μm) using a Ro-Tap Sediment Shaker. Carbonate content will be determined based on dissolution in a bath of diluted hydrochloric acid. Color will be visually determined using the Munsell color chart. A total of 297 samples will be collected each year (99 samples for each sampling event), for a total of 891 samples over the project duration. In addition, if any major wave event impacts the study area, additional sediment samples will be obtained at the same locations and analyzed. A cone penetrometer will be used to measure relative beach compaction alongshore at the various locations associated with sedimentologic variability.

HOBO temperature loggers will be placed at each study site and cross-shore location at the backbeach and mid-beach at 45 and 75 cm depths to mimic substrate temperatures surrounding the egg chambers throughout the nesting season. Equipment and monitoring (data download) will be conducted by Palm Beach County, Dept. of Environmental Resources Management (PBC ERM) personnel. All sea turtle nesting, hatching, and emergence statistics will be provided by a licensed surveyor contracted by PBC ERM. All temperature and raw sea turtle data will be shared in a Google Drive folder.

Although Dr. Briggs will oversee the planning and execution of the research project, the primary purpose of this study is to support PhD student, Leanne Hauptman's doctoral research. Hauptman will be the lead on conducting all field and laboratory data collection and analyses. However, given the magnitude and importance of these data, additional participation by MS students and undergraduate DIS students will be solicited and supported for various portions of the project. Thus, this project offers an opportunity for several students to conduct research in collaboration with a community partner (i.e., PBC ERM), gain knowledge and experience in both the academic and real-world settings, and train the next generation of scientists and managers.

At the end of each year, a one-page summary of the data will be provided to the county three (3) months following the last sample date. The final product of this effort will be a cumulative report to PBC ERM with datasheets and summary of results submitted six (6) months following the last sampling event in year 3. This project will constitute a large portion of Leanne Hauptmans' Ph.D.

dissertation research and produce one or more peer-reviewed publications; in addition to potential MS and undergraduate research project opportunities for theses and/or publications.

Budget and Justification:

Budget total: \$5,034.38

Travel: The proposed activities will mobilize from the FAU Boca Raton campus to all study sites. Mileage of \$0.585/mile (based off of the IRS standard mileage rates for 2022) for the ~100 miles roundtrip for three sampling events each year (plus two storm-related sampling events, contingent upon large wave events influencing the study area). \$292.50 is requested in years 1- 3, for a total of \$877.50 in requested domestic travel-related funds.

Materials and Supplies: Consumables and replacement materials relating to the field data collection and laboratory analyses are requested for all three years. Consumable materials include, but are not limited to hydrochloric acid, nitrile gloves, sediment sampling supplies, and survey markers. Replacement materials include, but are not limited to, lab beakers, batteries, survey rods, and damaged sieves. The real time kinematics global positioning system (RTK GPS) for the surveys requires a mobile WIFI hotspot portable router with WIFI subscription (billed and reimbursed directly to Dr. Briggs for a discounted rate). A total of \$1,050 for materials and supplies is requested for all three years, for a total of \$3,150.

Indirect cost: The indirect cost based on previous negotiations with Palm Beach County is 25%.

Summary for 3 year project*:

Subtotal requested: **\$4,027.50**

Indirect: \$1006.88

TOTAL: \$5,034.38

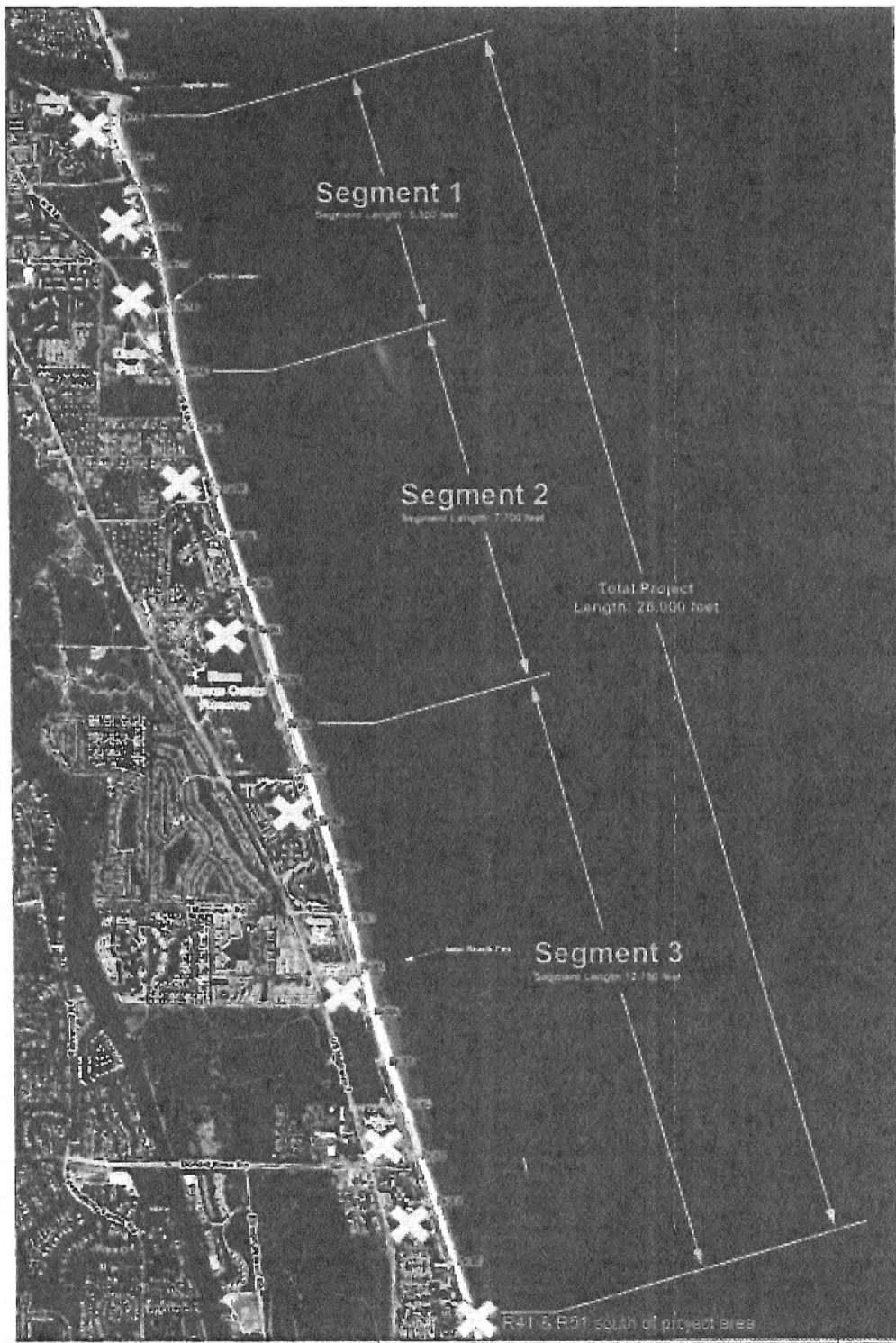


Figure 1. Beach and dune restoration project location, showing construction segments. Approximate study sites indicated by yellow "X" (9 shown within project area; 2 control sites south of map extent).

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

Sampling Event #1

Task(s) to be Completed: All documentation associated with obtaining an annual consent permit from the Florida Fish and Wildlife Conservation Commission must be submitted prior to the commencement of work. Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: April 2022

Compensation for Sampling Event 1: \$827.38

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #2

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: June/July 2022

Compensation for Sampling Event 2: \$497.50

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #3

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: October 2022

Compensation for Sampling Event 3: \$497.50

Deliverable(s) Required: A one-page summary of the year including sampling dates, number of samples successfully collected, and any preliminary results. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #4

Task(s) to be Completed: All documentation associated with obtaining an annual consent permit from the Florida Fish and Wildlife Conservation Commission must be submitted prior to the commencement of work. Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: March 2023

Compensation for Sampling Event 4: \$611

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #5

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: June/July 2023

Compensation for Sampling Event 5: \$497.50

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #6

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: October 2023

Compensation for Sampling Event 6: \$497.50

Deliverable(s) Required: A one-page summary of the year including sampling dates, number of samples successfully collected, and any preliminary results. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #7

Task(s) to be Completed: All documentation associated with obtaining an annual consent permit from the Florida Fish and Wildlife Conservation Commission must be submitted prior to the commencement of work. Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: March 2024

Compensation for Sampling Event 7: \$611

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #8

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: June/July 2024

Compensation for Sampling Event 8: \$497.50

Deliverable(s) Required: Email documenting the date and the sampling event and the number of samples successfully collected. Hard copy of invoice to be provided after completion of data collection.

Sampling Event #9

Task(s) to be Completed: Sediment collection, analysis, and beach profiles taken at 11 transects as described in the scope of work.

Completion Time: October 2024 for final sampling, April 1st, 2025 for the final report

Compensation for Sampling Event 9: \$497.50

Deliverable(s) Required: A one-page summary of the year including sampling dates, number of samples successfully collected, and any preliminary results. Hard copy of invoice to be provided after the completion of data collection. A draft report is due no later than April 1st, 2025 for the County to review and provide comments as needed. A final report is due no later than April 30th, 2025.

Total Compensation for all nine sampling events = \$5,034.38

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.