

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 19, 2023 (X) Consent () Regular
 () Workshop () Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution approving a standard form Interlocal Agreement (Agreement) for law enforcement services within Lake Worth Lagoon during manatee season; and authorizing the County Administrator or designee to execute the Agreement, and sign all future time extensions, task assignments, certifications, award letters, amended award letters and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the scope of work or terms and conditions of the Agreement.

Summary: On August 21, 2007, the Board of County Commissioners (BCC) adopted the state mandated Manatee Protection Plan (MPP) providing for increased law enforcement presence in the County’s waterways and public education, as a means to provide greater manatee protection. The Department of Environmental Resources Management implements the MPP and manages associated law enforcement agreements. On August 19, 2014, the BCC approved a Resolution adopting a standard form Interlocal Agreement (R2014-1193) with law enforcement agencies for manatee protection and public education, and providing delegated authority for the County Administrator or designee to execute the standard form Interlocal Agreement. In 2018, the County approved nine five-year Interlocal Agreements with law enforcement agencies to provide law enforcement services from November 15, 2018 to March 31, 2023, expiring this year. The new Agreement will include updated County agreement provisions and revisions to the Standard Marine Enforcement Daily Report form attached as Exhibit C to the Agreement. Each year no more than \$150,000 of the MPP funds will be distributed evenly through award letters to each participating contractor for law enforcement services. The County will reimburse all participating contractor(s) for law enforcement services at a rate of \$87.50 per hour. Should the contractor(s) not be able to provide sufficient law enforcement services to expend the funds set aside per the award letter, funds may be reallocated to more productive contractor(s) through amended award letters, but in no event will the total amount for all contractors exceed \$150,000 annually. Districts 1,2,3,4 and 7 (SS)

Background and Justification: The approval of the standard form Interlocal Agreement and authorization of delegated authority will expedite agreement execution and streamline the process. The program has been highly effective with approximately 25,400 hours of enhanced manatee patrols since its inception. In Palm Beach County, manatee season is November 15 – March 31 each year.

Attachments:
1. Resolution

Recommended by: *Michael Stahl for* 8/22/23 SAS 8/16/23
 Department Director **Date**

Approved by: *Pal* 9/6/23
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Budget Account No.:

Fund 1232 Department 380 Unit 3252 Object 3401 Program M0001

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Manatee Protection Program

C. Department Fiscal Review:

_____ *A. Thompson*

III. REVIEW COMMENTS

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

ASDella 8/23/23
OFMB 8/23/23 MF
MD 8/23

Andrew Jarboe 9/11/23
Contract Development & Control
TM 8/31/23

B. Legal Sufficiency:

_____ *[Signature]* 9/15/23
Assistant County Attorney

C. Other Department Review:

Department Director

RESOLUTION NO. R2023_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES WITHIN THE LAKE WORTH LAGOON DURING MANATEE SEASON; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October of 1989, the Florida Governor and Cabinet directed thirteen key manatee counties, including Palm Beach County, to prepare a Mantee Protection Plan (MPP); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provided for increased law enforcement presence in the County's waterways as one means to provide greater manatee protection; and

WHEREAS, since 2007 the County has entered into interlocal agreements with law enforcement agencies to provide for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season; and

WHEREAS, the Board of County Commissioners desires to update and replace the most recent standard form Interlocal Agreement approved by the Board on August 19, 2014 (R2014-1193); and

WHEREAS, the delegation to the County Administrator or their designee of the authority to execute the standard form Interlocal Agreements will eliminate delays caused by requiring such items to be brought to the Board of County Commissioners for approval and will, therefore, be consistent with the goal of the Board of County Commissioners to streamline the agenda process.

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. The standard form Interlocal Agreement attached hereto as Exhibit "A" is hereby approved and replaces that standard form Interlocal Agreement approved August 19, 2014.
3. The Board of County Commissioners hereby authorizes the County Administrator or their designee to execute the standard form Interlocal Agreement

attached as Exhibit "A" and to sign all future time extensions, task assignments, certifications, award letters, amended award letters and other forms associated with the standard form Interlocal Agreement and necessary minor amendments that do not substantially change the scope of work or terms and conditions of the standard form Interlocal Agreement as approved by the Board. In no event shall the total amount in all award letters to contractors providing manatee law enforcement services exceed \$150,000 annually.

4. For the purpose of this Resolution, the Director of the Department of Environmental Resources Management shall be considered to be a designee of the County Administrator.

5. If any section, sentence, clause, phrase or word of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this Resolution.

6. All resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed.

7. This Resolution shall become effective immediately upon adoption.

(Remainder of this page intentionally left blank)

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

Commissioner Gregg K. Weiss, Mayor	_____
Commissioner Maria Sachs, Vice Mayor	_____
Commissioner Maria G. Marino	_____
Commissioner Michael A. Barnett	_____
Commissioner Marci Woodward	_____
Commissioner Sara Baxter	_____
Commissioner Mack Bernard	_____

The Mayor thereupon declared the Resolution duly passed and adopted
this _____ day of _____, 2023.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO
Clerk of the Circuit Court & Comptroller

By: _____
Scott A. Stone
Assistant County Attorney

By: _____
Deputy Clerk

**INTERLOCAL AGREEMENT FOR
MANATEE LAW ENFORCEMENT SERVICES
BETWEEN PALM BEACH COUNTY
AND**

THIS AGREEMENT is made this _____ day of _____, 202__, between _____, hereinafter referred to as "Contractor", and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter "County"), hereinafter referred to collectively as the "parties."

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (R2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season, and an updated standard form Interlocal Agreement was approved by the Board on July 19, 2011 and again on August 19, 2014 (R2014-1193); and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a revised standard form Interlocal Agreement for law enforcement services during manatee season; and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission have demonstrated that the increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Contractor and the County agree as follows:

1) Recitals

The recitals set forth above are true and correct and form a part of this Agreement.

2) Purpose

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Contractor and are not a replacement for said services.

3) Location of Law Enforcement Services

The Contractor shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit A.

4) Responsibility of Contractor

A. The Contractor shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Contractor shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Contractor shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Contractor shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review. The Contractor shall provide the following information with the invoice: Payment Request (Exhibit B); Standard Marine Enforcement Daily Report Form (Exhibit C); documentation of warnings and citations issued to violators by the Contractor; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Contractor for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County Circuit Court, the Contractor shall immediately inform the County. The County will then determine whether the Contractor will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

5) Responsibility of the County

A. The County will reimburse the Contractor for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Contractor in the fulfillment of this Agreement. On-water enforcement activity pertains to work on the water directly related to manatee enforcement and monitoring, and does not include trailering boats or law enforcement personnel commutes to and from any marinas, boat ramps and/or launch locations. The County will reimburse the Contractor on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Contractor by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Contractor each year prior to the beginning of manatee season.

B. The County may perform an evaluation of the Contractor anytime during manatee season to assess the quality and quantity of services being performed by the Contractor. If it appears to the County, in its sole discretion, that the Contractor is not providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the County may issue an amended award letter ("Amended Award Letter") to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such funds may be reallocated to more productive County contractor(s) providing manatee law enforcement services. If it appears

to the County, in its sole discretion, that the Contractor is productive and providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the County may issue an Amended Award Letter to the Contractor increasing the funds set aside for the Contractor in the Award Letter. However, the County may only increase funds set aside for the Contractor if there is a corresponding reduction in funds set aside for another County contractor providing manatee law enforcement services.

6) Effective Date and Term of the Agreement

This Agreement shall take effect on _____ and shall terminate on _____, unless earlier terminated as provided herein or extended by the parties.

7) Authorized Representative

- A. The County's authorized representative:
Deborah Drum, Director, Department of Environmental Resources Management
(561) 233-2400
West Palm Beach, Florida, or designee
- B. The Contractor's authorized representative:

8) Independent Contractor

The Contractor 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 Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor'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 Contractor does not have the power or authority to bind the County in any promise, agreement or representation.

9) Payment

A. For reimbursement to occur, the Contractor shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The Contractor shall provide additional documentation to support any invoice if requested by the County. Invoices received from the

Contractor shall be reviewed by the Department of Environmental Resources Management and upon approval shall be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within forty-five (45) days of receipt. In the case of a dispute involving the amounts due to the Contractor, payment may be delayed.

B. In order for both parties herein to close their books and records at the conclusion of each manatee season, the Contractor will clearly state "final invoice" on the Contractor's final/last invoice to the County. This shall constitute the Contractor's certification that all services have been properly performed and all charges and costs have been invoiced to the County. Any other charges not properly included on this final invoice are waived by the Contractor.

10) Compliance with Codes and Laws

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

11) Access to Records and Audits

The Contractor 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 Contractor 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 Contractor'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 Contractor, 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.

12) Funding

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.

13) 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, to the respective addresses/recipients specified below:

As to the Contractor:

As to County:
Palm Beach County
Attn. Deborah Drum, Director of Department of Environmental Resources Management
2300 N. Jog Road - 4th Floor
West Palm Beach, FL 33411-2743
Fax: (561) 233-2414

Copy to:
Palm Beach County
Attn: Scott A. Stone, Assistant County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

14) Default, Termination, Opportunity to Cure

A. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

15) Waiver or Breach

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

16) Indemnification

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the Contractor against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and the Department shall indemnify, defend and hold harmless the County against any actions, claims, or

damages arising out of the Department's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

17) Insurance

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

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

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

D. When requested, the Contractor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages.

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

18) Applicable Law

Any litigation arising from or relating to this Agreement will be governed by the laws of the State of Florida and the venue in any such proceeding will be exclusively in Palm Beach County, Florida.

19) Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

20) Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement will be borne by the respective parties. This provision pertains only to the parties to the Agreement.

21) Counterparts

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

22) Captions

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

23) Exhibits

The Exhibits referred to and attached to this Agreement are incorporated herein in full by this reference.

24) Assignment

This Agreement is not assignable by either party.

25) 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 Contractor warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Contractor 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 Contractor 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 Contractor retaliate against any person for reporting instances of such discrimination. The Contractor 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 Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor shall include this language in its subcontracts.

26) Construction

This Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

27) Modification and Amendment

Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

28) Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

29) No Third Party Beneficiaries

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

30) Remedies.

This Agreement 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.

31) E-Verify – Employment Eligibility

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and 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) has verified that all of Contractor's subconsultants performing the duties and obligations of this Contractor are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Contractor's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may

be amended, County shall notify Contractor to terminate its contract with the subconsultant and Contractor shall immediately terminate its contract with the subconsultant. If County terminates this Agreement pursuant to the above, Contractor shall be barred from being awarded a future agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such agreement termination, Contractor shall also be liable for any additional costs incurred by County as a result of the termination.

32) Public Records

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the Contractor does not transfer the records of the public agency.
- D. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by the 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 Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor 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 the County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS
BY:

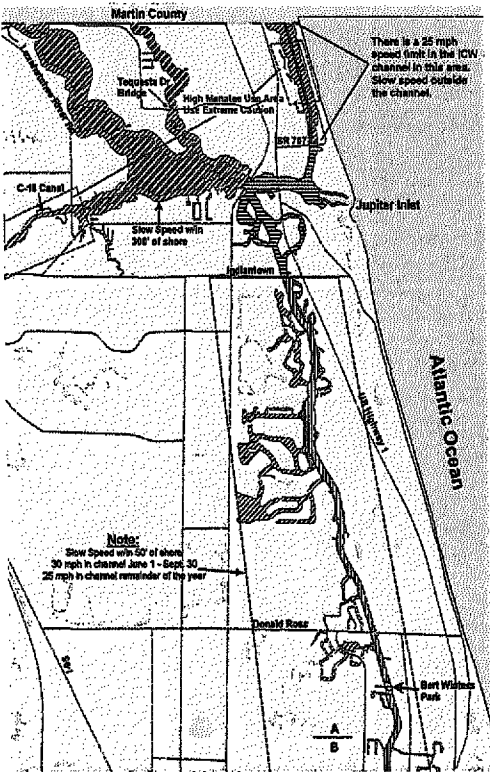
Deborah Drum, Department Director
PBC Environmental Resources Management

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

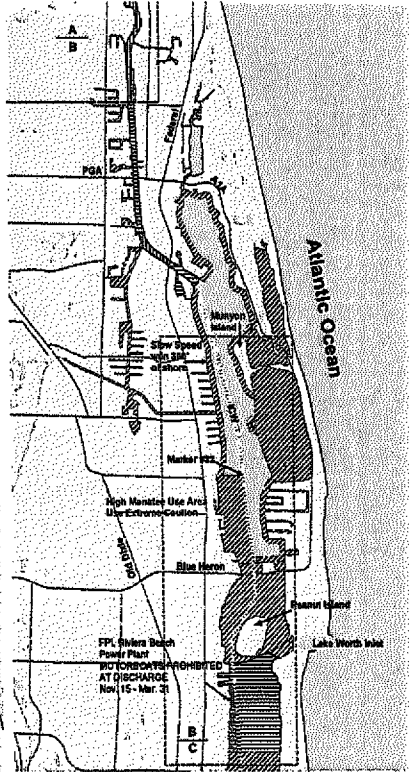
(Contractor)

Assistant County Attorney

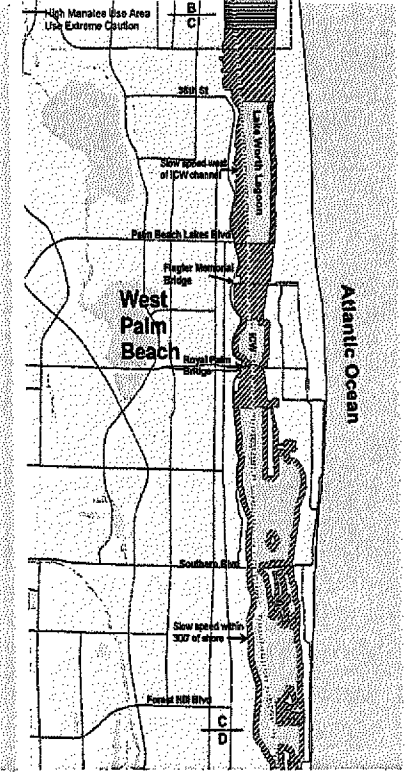
By: _____
(Title)



Map A



Map B

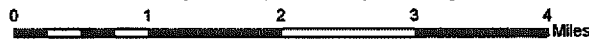


Map C

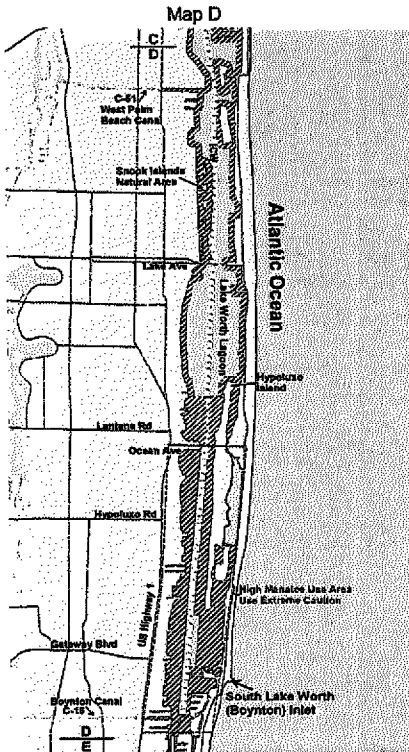
Quick Reference Guide

Vertical Bars = Normal Operation (Max Speed Posted)	Diagonal Bars = Slow Speed, Min Wake	Horizontal Bars = Idle Speed, No Wake
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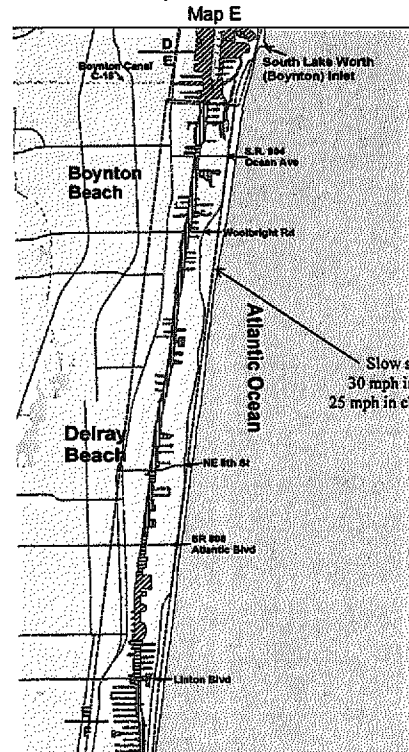
In cases where seasonal manatee zones overlap less restrictive year-round zones, the seasonal zones are depicted. For information on the specific zones, see Detailed Speed Zone Key below.



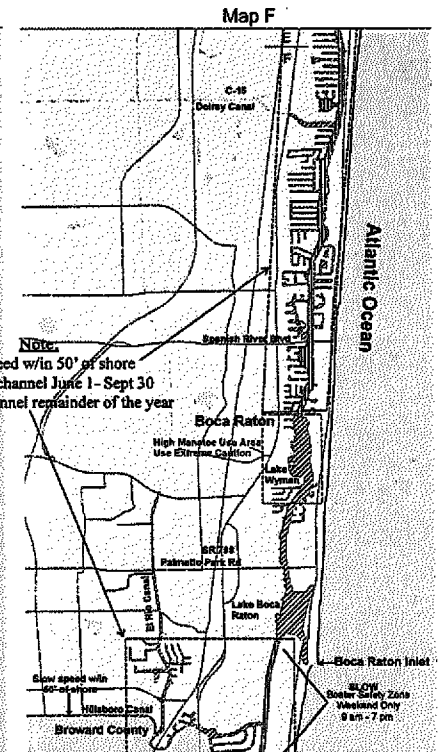
Palm Beach County Waterway Speed Zones



Map D



Map E



Map F



ICW Channel	Unregulated (Open Water)	Boating Safety Zones	Idle Speed, No Wake	Slow Speed, Minimum Wake	Manatee Speed Zones	Max 30 mph (6/1-9/30) Max 25 mph rest of yr	Max 25 mph zone (yr round)	Slow Speed, min wake, channel exempt, 11/15-3/31	Slow Speed, min wake, channel exempt	Slow Speed, min wake, 11/15-3/31	Slow Speed, min wake, channel incl, yr round	Idle Speed, no wake, 11/15-3/31	Idle Speed, no wake, channel exempt, yr round	Motorboats Prohibited
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EXHIBIT B
Payment Request

Law Enforcement (LE) Manatee Contract Agreement

1. Contractor _____
2. Contract # _____
3. County Resolution # _____
4. ERM Account # _____
5. Date of Request _____
6. Reimbursement Request Number _____
7. Period From _____ To _____
8. Send Remittance to:

Reimbursement Details

1. Total Hours Worked (attach back-up documentation) _____
2. Number of Officers (attach back-up documentation) _____
3. Original Contract Amount \$ _____
4. Cumulative Amount previously requested \$ _____
5. Amount requested for reimbursement \$ _____
6. Balance remaining after this amount \$ _____

I hereby certify that the information provided herein is true and accurate and in compliance with the contract.

Signature: _____ Date: _____
Printed: _____ Title: _____
Phone: _____ Fax: _____

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Department of Environmental Resource Management
2300 North Jog Road 4th Floor
West Palm Beach, Florida 33411
(561) 233-2400

EXHIBIT C

**MARINE SERVICES CONTRACT
STANDARD MARINE ENFORCEMENT DAILY REPORT**

AGENCY: _____

Today's Date: _____

Weather: Calm/Windy/Sunny/Overcast/Rainy
(circle all applicable)

On the Water Hours: _____
 Start End

Total On the Water Hours for the Day: _____

Note: Manatee Zone Written Warnings and Manatee Zone Citations should be a subset of the Total Written Warnings and Total Citations for the day, respectively. Verbal Warnings should not be included in the count for total written warnings.

Total Verbal Warnings _____ Manatee Zone Verbal Warnings _____

Total Written Warnings _____ Manatee Zone Written Warnings _____

Total Citations _____ Manatee Zone Citations _____

Education Contacts _____ Complaints Dispatched _____

Location Patrolled _____

Assists:	Agency/Boaters	Hours
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Additional information:	Issues while on the water
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Missing or damaged waterway signage:

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature of Law Enforcement Personnel