

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 5, 2023 Consent Regular
 Workshop Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve an Agreement with the Andrew “Red” Harris Foundation, Inc. (ARHF) wherein ARHF will provide donated artificial reef material to the County in exchange for the County agreeing to place the material within permitted artificial reef sites offshore of northern Palm Beach County for an amount not to exceed \$300,000 beginning January 1, 2024 and ending December 31, 2026;

B) adopt a Resolution authorizing the Clerk of the Court to disburse \$300,000 from the Vessel Registration Fee Trust Fund to provide the necessary funding for the placement of artificial reef material;

C) approve a Budget Transfer of \$300,000 from the reserves in the Environmental Enhancement Non-Specific Fund to the ARHF Reef Project; and

D) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement.

Summary: On December 15, 2020, the Board of County Commissioners approved an Agreement, R2020-1902, with the ARHF for the donation of reef material in exchange for the County providing trucking, barge transport, and installation costs for an amount not to exceed \$300,000. That Agreement expires on December 31, 2023. The new Agreement with the ARHF continues that arrangement for the next three years. The County will cover the cost to load, transport, and place the reef material at one or more permitted County artificial reef sites, with funding of \$300,000 from the Vessel Registration Fee Trust Fund. District 1 (SS)

Background and Justification: Through the past three agreements, the County and the ARHF have worked together to create over four acres of artificial reef habitat with an estimated value of \$1,000,000 in donated artificial reef materials. Under the new ARHF Agreement, any reef created with the donated artificial reef material will be referred to as the Andrew “Red” Harris Reef or a similar variation.

- Attachments:**
- 1. Agreement with ARHF
 - 2. Resolution
 - 3. Budget Transfer

Recommended by: *Deborah Drum* 10-24-2023 SAS 10/20/23
 Department Director **Date**

Approved by: *Joe* 11/21/23
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$300,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$300,000</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

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

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

Budget Account No.:

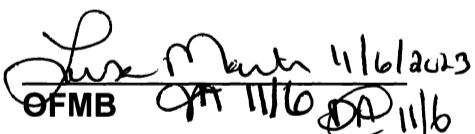

Fund 1225 Department 380 Unit 3893 Object 9902 Program _____

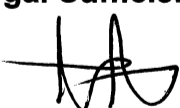
B. Recommended Sources of Funds/Summary of Fiscal Impact:
Environmental Enhancement-Non-Specific \$300,000

C. Department Fiscal Review:


III. REVIEW COMMENTS

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

<p><u></u> OFMB 11/16/23 DA 11/16</p>	<p><u></u> Contract Development & Control 11/13/23</p>
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B. Legal Sufficiency:
 11/15/23
Assistant County Attorney

C. Other Department Review:

Department Director

**AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND THE
ANDREW RED HARRIS FOUNDATION, INC.**

THIS AGREEMENT is made and entered into on the ____ day of _____ 2023, 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 the ANDREW "RED" HARRIS FOUNDATION, INC., non-profit corporation authorized to do business in the State of Florida, hereinafter referred to as ARHF, whose Federal I.D. is 47-1322656, both being hereinafter referred to collectively as the "parties".

WITNESSETH:

WHEREAS, ARHF was created in 2014 to honor the memory of Andrew "Red" Harris, a young man who was an avid diver, snorkeler and fisherman, who lost his life in a tragic snorkeling accident; and

WHEREAS, ARHF is dedicated to assuring the long-term health and vibrancy of the coastal waters off of Palm Beach County by building artificial reefs; and

WHEREAS, the COUNTY has a shared interest in building artificial reefs to provide marine habitat and recreation; and

WHEREAS, the parties wish to work cooperatively towards the construction of artificial reefs offshore of northern Palm Beach County; and

WHEREAS, the COUNTY and ARHF previously had three 3-year agreements (R2015-0721, R2017-0735, and R2020-1902) where they worked together to create over four acres of artificial reefs using donated artificial reef materials; and

WHEREAS, ARHF has agreed to continue to donate high quality reef materials that will attract marine growth, sea life and fish; and

WHEREAS, ARHF has agreed to donate artificial reef materials to the COUNTY; and

WHEREAS, the COUNTY agrees to cover the costs of transporting and deploying these artificial reef materials within permitted reef site(s) offshore of northern Palm Beach County at an amount not to exceed a total of \$300,000.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Project. ARHF will donate high quality artificial reef material that will be used

to construct artificial reef(s) offshore of northern Palm Beach County. The COUNTY agrees to cover the costs of transporting and deploying the reef materials at COUNTY permitted reef sites offshore of northern Palm Beach County at an amount not to exceed a total of \$300,000.

3. Party's Representatives/Liaison.

- a) The COUNTY's representative during the performance of this Agreement shall be Katelyn Armstrong, telephone number 561-233-2513, e-mail address karmstrong@pbcgov.org.
- b) ARHF's representative during the performance of this Agreement shall be Scott Harris, President, telephone number 561-718-7348, e-mail address scottharrisins@gmail.com.

4. ARHF's Responsibilities. ARHF shall:

- a) Donate COUNTY approved artificial reef material by July 31st of each year for the term of this Agreement, that provides a diversity of habitat spaces for a myriad of sea life and closely mimic coral and sponge habitats; and
- b) Provide temporary storage for the donated artificial reef material until the COUNTY can transport them to a staging site and load the material onto the COUNTY Contractor's vehicle for transport; and
- c) Bear all costs, liability and risk associated with any fabrication of the artificial reef material.

5. The COUNTY's Responsibilities. The COUNTY shall:

- a) Work constructively with ARHF to ensure that the donated artificial reef material is compliant with the COUNTY's specifications; and
- b) Provide the transportation, and placement of the reef material at one or more of the northern Palm Beach County permitted reef sites that will not exceed a total amount of \$300,000 for the term of this Agreement. The transport and placement of the reef material will take place during calmer sea conditions (May through September) to ensure the work is performed safely and efficiently.

6. Naming of the Reef. The COUNTY agrees that any reef created pursuant to this Agreement will be referred to in any COUNTY publication as the "Andrew 'Red' Harris Reef" or a similar variation, provided that the reef material is placed at a previously unnamed reef site. However, the parties understand and agree that any reef to be constructed pursuant to this Agreement will be placed in state or federal waters that the COUNTY does not own and that may be subject to current or future regulation by the state or federal government, which could affect the naming rights to the reef. In addition, the parties understand and agree that the COUNTY has no control over how the state, federal government or other parties refer to the reef(s) to be constructed pursuant to this Agreement.

7. Term. The term of this Agreement shall take effect beginning January 1, 2024 until December 31, 2026 unless otherwise provided herein.

8. Availability of Funds. The COUNTY'S performance and obligation to perform under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

9. Notices.

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

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

With copy to:

Palm Beach County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

If sent to ARHF, notices shall be addressed to:

Andrew "Red" Harris Foundation, Inc.
Scott Harris, President
18230 River Oaks Drive
Jupiter, FL 33458

10. Default and Termination.

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

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

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

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

14. Insurance by ARHF. ARHF shall maintain commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) combined single limit for property damage and bodily injury per occurrence. Policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. When requested, ARHF shall provide evidence of insurance to COUNTY.

15. Indemnification by the COUNTY. The COUNTY acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law against the COUNTY to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omissions of an employee of the COUNTY while acting in the scope of the employee's office or employment under circumstances in which the COUNTY, if a person, would be liable under the general laws of the State.

16. Insurance Requirements for the COUNTY. Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the COUNTY acknowledges that it is a political subdivision of the State subject to the limitations of 768.28 FS as amended. The COUNTY shall maintain a fiscally sound and prudent liability program with regard to its obligations under this Agreement. When requested, the COUNTY shall provide evidence of financial responsibility to ARHF.

17. Nondiscrimination. The COUNTY is committed to assuring equal opportunity in the award of agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ARHF 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 the Agreement, the ARHF 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 ARHF 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 ARHF retaliate against any person for reporting instances of such discrimination. The ARHF 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 ARHF 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. ARHF shall include this language in its subcontracts.

18. 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..

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

20. Independent Contractor. ARHF is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All employees of ARHF engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the ARHF's sole direction, supervision, and control. ARHF shall exercise control over the means and manner in which it and its employees perform the work, and in all respects ARHF'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.

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

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

22. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement 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 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 ARHF.

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

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

25. Access and Audits. The ARHF 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 Agreement. 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 ARHF'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 ARHF, 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.

26. 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 ARHF.

27. Entirety of Agreement. ARHF and the COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Section 12 - Amendments.

28. Public Records. Notwithstanding anything contained herein as provided under Section 119.0701, F.S., if the ARHF: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the ARHF shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The ARHF 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 ARHF 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 ARHF does not transfer the records to the public agency.
- d) Upon completion of the Agreement the ARHF shall transfer, at no cost to the County, all public records in possession of the ARHF 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 ARHF transfers all public records to the County upon completion of the Agreement, the ARHF shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the ARHF keeps and maintains public records upon completion of the Agreement, the ARHF shall meet all applicable requirements for retaining public records. All records stored electronically by the ARHF 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 ARHF 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. AHRF 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 ARHF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARHF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

29. Criminal History Records Check. The ARHF, ARHF's employees, subcontractors of ARHF 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 ARHF is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ARHF acknowledges that its Agreement 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 Agreement 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 ARHF and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ARHF shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the ARHF or its subcontractor(s) terminates an employee who has been issued a badge, the ARHF must notify the COUNTY within two (2) hours. At the time of termination, the ARHF shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ARHF if the ARHF 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 ARHF 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.

30. Regulations; Licensing Requirements. The ARHF shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ARHF 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.

31. Scrutinized Companies.

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the ARHF 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 ARHF is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the ARHF.

B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the ARHF 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.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by ARHF, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

32. 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 Agreement through electronic or manual means. ARHF shall execute by manual means only, unless the COUNTY provides otherwise.

33. E-Verify – Employment Eligibility. ARHF 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 ARHF's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ARHF 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. ARHF 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 ARHF has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that ARHF's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify ARHF to terminate its Agreement with the subconsultant and ARHF shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Agreement pursuant to the above, ARHF 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, ARHF shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

The remainder of this page is intentionally left blank.

WHEREFORE, THE PARTIES have caused this Agreement to be executed by their authorized representatives on the date first written above.

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

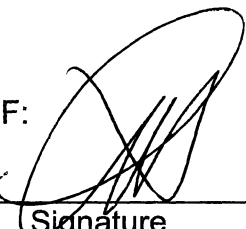
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Department Director


Witness Name (Printed)

ARHF:
By: 
Signature


Witness Name (Signed)

Scott Harris
Printed Name, President ARHF

RESOLUTION NO. R2023-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO AUTHORIZE THE CLERK OF THE COURT TO DISPERSE VESSEL REGISTRATION FEE TRUST FUNDS FOR THE CONSTRUCTION OF ARTIFICIAL REEFS IN PARTNERSHIP WITH THE ANDREW RED HARRIS FOUNDATION.

WHEREAS, Palm Beach County enacted the Vessel Registration Fee Ordinance, No. 88-40 which began collecting fees June 1, 1989; and

WHEREAS, the Vessel Registration Fee Ordinance provides that monies collected from vessel registration fees be utilized to protect coastal marine and estuarine habitats, maintain and enhance fisheries and other salt and freshwater habitats, and construct artificial reefs; and

WHEREAS, the Andrew "Red" Harris Foundation (ARHF) was created in 2014 to honor the memory of Andrew "Red" Harris, a young man who was an avid diver, snorkeler and fisherman and who lost his life in a tragic snorkeling accident; and

WHEREAS, the ARHF and the County previously have had three, three year agreements (R2015-0721, R2017-0735, and R2020-1902) where the County and ARHF worked together to create over 4 acres of artificial reef habitat with an estimated value \$1,000,000 in donated artificial reef materials; and

WHEREAS, ARHF is dedicated to assuring the long-term health and vibrancy of the coastal waters off of Palm Beach County and has agreed to donate artificial reef material for the term of the new contract; and

WHEREAS, the County has agreed to cover the transportation and placement costs of these artificial reef materials not to exceed \$300,000; and

WHEREAS, these reef materials will increase the primary productivity of Palm Beach County's coastal waters by providing habitat and shelter for increased numbers and more diverse populations of fish stocks; and

WHEREAS, this project will provide unique diving opportunities, relieve user pressures on natural reefs and further establish Palm Beach County as a premier diving destination; and

WHEREAS, the new artificial reefs will be named the Andrew Harris Reef or a similar variation; and

WHEREAS, the Director of Environmental Resources Management recommends

that the Board of County Commissioners authorize the Clerk of the Court to disburse Vessel Registration Fee Trust Fund monies in the amount of \$300,000 to provide funding for this project.

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

Section 1: The foregoing recitals are hereby adopted and ratified herein.

Section 2: The Board of County Commissioners hereby authorizes the Clerk of the Court to disburse Vessel Registration Fee Trust funds in an amount of \$300,000 for the purpose of transportation and deploying the Andrew "Red" Harris Foundation Reef project.

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:

- District 1: Commissioner Maria G. Marino _____
- District 2: Commissioner Greg K. Weiss _____
- District 3: Commissioner Michael A. Barnett _____
- District 4: Commissioner Marci Woodward _____
- District 5: Commissioner Maria Sachs _____
- District 6: Commissioner Sara Baxter _____
- District 7: 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 AND COMPTROLLER

By  _____
Assistant County Attorney

By _____
Deputy Clerk

24-0199

BGEX 380 101623-133

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER**

**FUND 1225
Environmental Enhance-Non-Specific**

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 10/13/2023	REMAINING BALANCE
<u>EXPENDITURES</u>								
380-3098 Andrew Harris Reef	3401 Other Contractual Services	0	0	300,000	0	300,000	0	300,000
380-3893 Reserves Non-Specific	9902 Operating Reserves	3,473,341	4,288,005	0	300,000	3,988,005	0	3,988,005
Total Receipts and Balances		4,762,698	4,762,698	300,000	300,000	4,762,698		

Environmental Resources Management
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures & Dates

[Signature] *[Signature]* 10-24-23
[Signature] 11/6/23

By Board of County Commissioners
 At Meeting of
 December 5, 2023
 Deputy Clerk to the
 Board of County Commissioners