

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** December 5, 2023 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

**Department:** Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

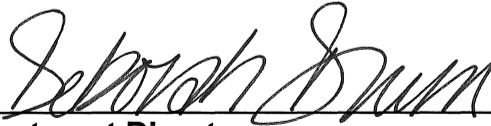
**A) approve** Contract for Consulting/Professional Services (Contract) with the Florida Fish and Wildlife Conservation Commission (FWC) to provide fisheries monitoring in the Lake Worth Lagoon (LWL) in an amount not to exceed \$184,935.47, commencing upon execution and expiring on September 30, 2027; and

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

**Summary:** The Contract authorizes FWC to provide continued fisheries monitoring in the LWL as part of monitoring efforts described in the LWL Management Plan. FWC will compare fisheries presence, utilization and recruitment between the central LWL at County restoration sites and seagrass habitats in the northern Lagoon. Fisheries monitoring within the current FWC Contract (R2020-1820) will be completed on December 30, 2023, with final report due on June 15, 2024, and contract expiration on July 31, 2024. The new Contract will begin prior to expiration of the current contract in order to ensure there is no gap in fisheries monitoring. Fisheries monitoring under the new Contract will begin in January, 2024. The monitoring project is funded by the Pollution Recovery Trust Fund. District 1,2,7 (SS)

**Background and Justification:** The Contract provides three years of monitoring for both natural communities and restoration sites in the Lagoon. The Contract builds upon the current and past monitoring contracts (R2020-1820, R2018-1785, R2016-1697 & R2015-0926) and will extend the monitoring timeframe to provide a total twelve-year data set used to assess the LWL’s health. These monitoring efforts also support the goals of FWC’s broader statewide assessment of economically important fisheries resources throughout the State’s coastal areas.

**Attachment:**  
1. Contract

**Recommended by:**  10-25-23 SAS 10/23/23  
**Department Director** **Date**

**Approved by:**  11/16/2023  
**Assistant County Administrator** **Date**

**I. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$60,428</u>	<u>\$61,637</u>	<u>\$44,487</u>	<u>\$18,383</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$60,428</u>	<u>\$61,637</u>	<u>\$44,487</u>	<u>\$18,383</u>	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

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

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

Budget Account No.:

Fund 1227 Department 380 Unit 4008 Object 3401 Program \_\_\_\_\_

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

Pollution Recovery Trust Fund - Lake Worth Lagoon Monitoring

**C. Department Fiscal Review:**

Shirley King 10/24/23

**II. REVIEW COMMENTS**

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

<p><u>Lisa M... 11/7/23</u> OFMB <u>JA 11/6 @ 11/7</u></p>	<p><u>[Signature] 11/15/23</u> Contract Development &amp; Control Tran 11/15/23</p>
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**B. Legal Sufficiency:**

[Signature] 11/16/23  
Assistant County Attorney

**C. Other Department Review:**

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

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 Fish and Wildlife Conservation Commission, a State Agency authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-3105845.

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 fisheries monitoring, 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, Environmental Resources Management, telephone no. (561) 233-2400.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Lanie Edie, Grant Administrator, telephone no. 850-617-9650.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon execution of this Contract and complete all services by September 30, 2027.

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

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services described in the Scope of Work, Exhibit A, shall not exceed a total contract amount of one hundred eighty four thousand nine hundred thirty five and 47/100 Dollars (\$184,935.47). 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 deliverable basis, 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.
- 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. 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.

- D. 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 –IN-KIND SERVICES**

The consultant will provide in-kind services of \$56,823. Comprising of two staff: includes field time, lab time, and analysis and report writing (\$43,351 total personnel costs), all nets (Equipment and supplies \$5,562), and travel costs (\$7,910) as more particularly described in Exhibit A.

#### **ARTICLE 5 - 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 6 - 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.

**ARTICLE 7 - 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 8 - SUBCONTRACTING**

The CONSULTANT agrees that it shall not subcontract any of the services to be provided under this contract.

**ARTICLE 9 - 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 10 - 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 11 - INSURANCE**

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

may be amended.

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 AGREEMENT, 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.
- Professional Liability insurance with minimum limits of \$1,000,000 per claim and in the aggregate.

When requested, 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 12 - 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 CONSULTANT against any actions, claims or damages arising out of the COUNTY'S negligence in connection with this Agreement, and the CONSULTANT shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the CONSULTANT'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.

**ARTICLE 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 18 - 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.

All covenants, agreements, representations 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 19 - 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 20 - 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 21 - 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 22 - 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 its subcontracts.

### **ARTICLE 23 - 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 24 - 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 25 - 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 26 - 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 27 - 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:

Deborah Drum, Director  
Department of Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> 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:

Lanie Edie, Grant Administrator  
Fish and Wildlife Research Institute  
Florida Fish and Wildlife Conservation Commission  
100 8th Avenue S. E.  
St. Petersburg, Florida 33701

**ARTICLE 28 - 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 29 - 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 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 30 - 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 31 - 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.

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 32 - 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 transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. 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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

### **ARTICLE 33 - 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 34 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

CONSULTANT 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 CONSULTANT's subconsultants 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.

CONSULTANT 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. CONSULTANT 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 CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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: \_\_\_\_\_  
Mayor

**WITNESS:**

**FLORIDA FISH & WILDLIFE**  
**CONSERVATION COMMISSION:**

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

By  \_\_\_\_\_  
Scott A. Stone  
Assistant County Attorney

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

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

## SCOPE OF WORK

Lake Worth Lagoon Fisheries Monitoring Program  
2024-2027**I. INTRODUCTION/BACKGROUND:**

Palm Beach County has done a remarkable job at identifying and creating habitat lost due to human development activities over the past century. In a county where seawalls associated with private residences and businesses have replaced approximately 70% of the Lagoon's shoreline (PBCERM 2021) and stormwater from three canals (C-17, C-51, and C-16) can discharge runoff directly into the Lagoon severely stressing the ecosystem of the associated estuary, concerns remain regarding the concomitant eutrophication and degradation of water quality in the system despite recent gains. To address these continuing concerns, Palm Beach County capped a historic 15-acre dredge hole (Tarpon Cove) that had accumulated fine-grained, organic-rich sediments with clean sand obtained from several nearby dredging projects. The entire project covers approximately 46-acres and will include several acres of mangrove-marsh and oyster reef, as well as over 30 acres of potential seagrass habitat. The created islands have already provided habitat for fisheries species and birds and through time will also support oysters, manatees, and sea turtles. The habitat has been designed to improve water quality by reducing the resuspension of the capped muck; dissipating wave energy; protecting coastal infrastructure; and reducing the ecological impacts from storms and stormwater discharges. The goal of the restoration projects has been and continues to be to provide long term improvement in water quality and wildlife habitat while improving resiliency of the lagoon.

The Fisheries-Independent Monitoring (FIM) program data are critical for assessing the health of systems that support inshore and reef fisheries that exist in Lake Worth Lagoon (LW), particularly for those species that utilize seagrass during their early life history (e.g., snappers). For example, in the first two years (2016-2017) of baseline FIM program stratified-random sampling (SRS) in the northern LW, a total of 10,976 animals were collected, which included 115 taxa of fishes and eight taxa of selected invertebrates, from 104 samples (Paperno 2019). Selected Taxa (i.e., taxa of direct economic importance; n=1,342 animals) composed 12.2% of the catch from the Northern LW samples. The most abundant Selected Taxa were Spot (*Leiostomus xanthurus*) followed by juvenile shrimp (*Farfantepenaeus* spp.), Sheepshead (*Archosargus probatocephalus*), White Mullet (*Mugil curema*), Lane Snapper (*Lutjanus synagris*), and Common Snook (*Centropomus undecimalis*). The continued presence of juvenile and adult sizes of several species (e.g., Gray Snapper, *Lutjanus griseus*, Mutton Snapper, *Lutjanus analis*, Atlantic Croaker, *Micropogonias undulatus* etc.) in the annual catch from this area highlight the importance of the system to many of these taxa (Paperno 2023). This project has been designed to continue Palm Beach County's assessment of fish species presence in Northern Lake Worth Lagoon and continue monitoring of existing restoration projects. The Central LW effort will continue to build upon the restoration data collected around Grassy Flats, Snook Islands, and Tarpon Cove. Sampling effort in Northern LW will continue to include Munyon Island, Munyon Cove and Singer Island area.

**II. OBJECTIVES:**



The collection of FIM data is useful in gauging the effects of natural and anthropogenic

disturbances, restoration projects, protective management measures and changes in water quality and hydrology on fish and macro-invertebrates. Palm Beach County's willingness to continue building on the existing baseline data collection of fish community data in the Northern Lagoon, an area under continued threat of modification or loss due to development by private landowners will allow the county to assess future issues as they arise. The goal of this program is to collect FIM data that address local management concerns and that can be utilized in the broader state assessment of fisheries resources. The continued sampling around Grassy Flats/Snook Islands (GF/SI) and Tarpon Cove (TC) restoration projects in Central Lake Worth Lagoon (CLW) satisfies the goal of collection and assessment of ecologically functional metrics associated with structural elements (habitats) that are supported through grant-funding.

Consultant's (FWC-FWRI) Objectives:

- 1) Continue monitoring fisheries resources, based on the methods of the long-term Florida Wildlife Research Institute (FWRI) FIM program (FWC-FWRI. 2022), to assess the fish diversity and habitat utilization in Northern Lake Worth Lagoon (NLW). The program has been designed such that it can be replicated and expanded in the Lagoon as resources become available in the future.
- 2) Conduct three years of monthly FIM sampling in the NLW, continue quarterly sampling near restoration sites (GF/SI, TC) in CLW.
- 3) Prepare a final report describing the fisheries resources in the NLW and near restoration sites in CLW (GF/SI, TC).

### **III. TASK IDENTIFICATION:**

**Task 1: Monthly field sampling.** From January 1, 2024 through December 31, 2026, monthly stratified-random sampling shall be conducted to provide comprehensive abundance and distribution data on fishes that occur in the Northern Lagoon. All sampling will be conducted during daytime hours (one hour after sunrise to one hour before sunset). Monthly sampling shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines (Table 1).

**Task 2: Quarterly field sampling.** From January 1, 2024 through December 31, 2026, stratified-random sampling shall be conducted to provide comprehensive abundance and distribution data on fishes that occur near the GF/SI and TC restoration projects in the CLW. All sampling will be conducted during daytime hours (one hour after sunrise to one hour before sunset). Quarterly sampling shall consist of 8 randomly selected 21.3-m seine stations, 6 40-m seine stations (Table 1).

The 21.3-m seine is made of 1/8-inch #35 knotless nylon stiff material Delta mesh with #7 (or comparable) finish. The net is exactly 70 feet long and six (6) feet high with a 6-ft. x 6-ft. x 6-ft. bag placed in the center. The top and bottom lines are 1/8-inch 450-lb. test braided nylon. The sponge floats are SB4 (3" diameter by 1½" long with a ½" hole) and spaced at 8" on center along the wings and front of bag. The float spacing along the sides and back of the bag are every 12 inches on center. The bottom line is leaded with #13, 1.3 oz. leads (1" long, 3/8" hole) spaced every 6 " on center on the main net (wings) and front of the bag. The leads are spaced every 12 inches on center along the sides and back of the bag. The top and bottom braided nylon lines extend 2-3 feet beyond the net, so they can be tied to PVC poles for fishing (there should be a 12" gap between the mesh and the seine poles once the top and bottom lines are tied off).

The 40-m (130') seine is a long center-bag seine, 8' (2.4-m) deep, made of 1" stretch knotted nylon mesh (#9 twine), hung on the half. The floatline is made of a single 3/8-inch black twisted polypropylene rope with floats (SB4, 3" diameter x 1 1/2" width, with 1/2" hole) spaced every 12" (30.5 cm) on center. The leadline is made of two 1/4-inch black twisted polypropylene ropes with barrel leads (1.5 oz, ~42.5 g) spaced every 12" (30.5 cm) inches on center. The bag of the net is 8' (2.4-m) deep by 8' (2.4-m) tall by 8' (2.4-m) wide and located in the center of the net (i.e., such that the corners of the bag are exactly 61' (18.6-m) from the ends of the seine). Both the lead and float lines continue onto the sides and back of the bag (leads and floats are the same at mouth of bag, along both sides, and along back of bag, per defined specs above). Both the lead and float lines (without the floats and leads attached) are extended an extra 3' (1-m) from each end of the seine meshing, to be used to attach the net to a pole, used to pull the net through the water. With the rope extensions on each end of the net, the float line and lead line are a total of 136' (41.5-m) and the mesh part of the net is 130' (39.6-m) long including the 8' (2.4-m) for the bag mouth.

The 183-m (600') haul seine is a long center-bag seine, 3-m (10') deep, made of 38-mm (1 1/2") stretch nylon mesh. The float and lead line are made of 1/2" black twisted polypropylene rope. The float and lead line are a double rope with the lead and floats being attached to the outer rope (See Figure 1). The wings are made of double selvedge #9 nylon twine 38-mm (1 1/2") stretch mesh. The barrel leads (2.0 ounce #8) will be placed every 15-cm (6") on center on the wing and every 30.5-cm (12") on center along the sides and back of the bag. The floats will be SB5 (3 1/2" diameter x 1 1/2" width, with 1/2" hole) and spaced every 30.5-cm (12") on center on the wings and along the sides and back of the bag. The bag will be 3-m x 3-m x 3-m, centered on the net and made of double selvedge #15 nylon twine 38-mm (1 1/2") stretch mesh. The lead and float line (without the floats and leads attached) will be extended an extra 3-m from each end of the net to be used to pull the net through the water. With the extensions on each end of the net, the float line and lead line will be a total of 189-m (620') and the mesh part of the net will be 183-m (600') long including the 3-m (10') for the bag mouth.

One County staff will assist the Consultant in the field during the sampling events, if needed. Typically, each sampling event will require one to one and a half field days, however, additional days may be needed to complete the required 21 net hauls during months when monthly and quarterly sampling events coincide, or when unexpected conditions (i.e., weather, equipment failure) occur. County support includes participating in preparing equipment, setting and pulling in each net, recording data, and identifying/measuring the catch in each net. The Consultant will provide in-kind services comprising of two additional staff (2 staff: includes field time, lab time, and analysis and report writing: \$43,351 total personnel costs), all nets (Equipment and supplies: \$5,562), and travel costs (\$7,910).

Quantitative seine sampling techniques will follow standardized FIM procedures. At each station, water temperature, (°C), salinity (ppt), pH, and dissolved oxygen (ppm) shall be recorded with a YSI multi-probe instrument. Comprehensive habitat information will also be recorded at each sampling station according to standardized FIM procedures.

**Table 1.** Sample effort per each sample area

Area	21.3-m seine	40-m haul seine	183-m haul seine	Total
<b>Central Lake Worth Lagoon (quarterly sampling)</b>				
Grassy Flats/Snook Islands	4 (2 onshore, 2 offshore)	3	0	7
<b>Tarpon Cove restoration (quarterly sampling)</b>				
Tarpon Cove	4 (2 onshore, 2 offshore)	3	0	7
<b>Annual Total (quarterly sampling)</b>	32	24	0	56
<b>Northern Lake Worth Lagoon (monthly sampling)</b>				
Munyon/Singer Islands	4 (2 onshore, 2 offshore)	0	3	7
<b>Annual Total (monthly sampling)</b>	48	0	36	84
<b>Annual Grand Total (quarterly + monthly totals)</b>	80	24	36	140

**Task 3: Species identification and sample processing.** All fish and macro-crustaceans shall be identified and enumerated. From each sample, 10 individuals of each species shall be randomly measured (standard length to nearest mm), with up to 40 fish of rare or economically important species measured (remaining individuals shall be counted by species). Representative samples shall be returned to the laboratory for quality control purposes; animals not identified to species in the field shall be returned to the laboratory for identification to the lowest possible taxonomic level.

**Task 4 & 5: Analyses and report writing.** Quarterly progress and Annual data summary reports will be provided to Palm Beach County. Additionally, data and results shall be shared with local and regional resource management agencies (e.g., U.S. Fish and Wildlife Service, Florida Department of Environmental Protection), and shall be disseminated in the form of presentations at scientific conferences and/or manuscripts for publication.

#### **IV. TIMEFRAMES AND DELIVERABLES:**

Progress Reports and invoices shall be submitted according to the schedule below and shall describe progress to date, any problems, and resolution of these problems or recommendations for resolving these problems (Table 2). Letter or e-mail format for progress reports shall be acceptable. These Progress Reports are not data reports. The 9th Progress Report shall include a proposed outline/format for the Final Report. The Annual and Final Reports shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first three Progress Reports and the Final Report shall cover all data collected during the three-year study. The Annual and Final Reports should include, at a minimum, a description of objectives, methods, analyses, results in graphic or tabular format, discussion and interpretation of results, and recommendations for future work. The Final Report shall also include analysis and summaries of sampling datasets beginning in July 2015 through December 2026 that are part of prior monitoring contracts between the County and FWC, R2015-0926, R2016-1697, R2018-1785, and R2020-1820. Data tables can be included as appendices. Community descriptions can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

**Table 2. Timeline**

2024												
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Monthly field sampling	x	x	x	x	x	x	x	x	x	x	x	x
2. Quarterly field sampling		x			x			x			x	
3. Species id and sample processing	x	x	x	x	x	x	x	x	x	x	x	x
4. Analyses										x	x	x
5. Report writing			x	x		x	x		x	x		x

2025												
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Monthly field sampling	x	x	x	x	x	x	x	x	x	x	x	x
2. Quarterly field sampling		x			x			x			x	
3. Species id and sample processing	x	x	x	x	x	x	x	x	x	x	x	x
4. Analyses										x	x	x
5. Report writing			x	x		x	x		x	x		x

2026												
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Monthly field sampling	x	x	x	x	x	x	x	x	x	x	x	x
2. Quarterly field sampling		x			x			x			x	
3. Species id and sample processing	x	x	x	x	x	x	x	x	x	x	x	x
4. Analyses										x	x	x
5. Report writing	x	x	x	x		x	x		x	x		x

2027												
Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Monthly field sampling												
2. Quarterly field sampling												
3. Species id and sample processing	x	x	x	x								
4. Analyses	x	x	x	x	x							
5. Report writing	x	x	x	x	x	x						

**Payments and Invoicing**

Each invoice shall include the Commission Contract Number, Contractor’s Federal Employer Identification (FEID) Number, dates of services, and details of services being invoiced. Invoices may be submitted electronically to the PBC project manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. Consultant acknowledges that the County, in its sole discretion, may reject invoices lacking documentation necessary to justify invoiced expenses. Multiple tasks may be combined on a single invoice. No more than thirteen (13) invoices may be submitted under this contract. The final invoice is due by **June 15, 2027**. If a task is not completed, the invoice will be reduced by the amount listed in section V for the associated incomplete task.

**V. BUDGET\* / COST SCHEDULE:**

<b>Product</b>	<b>Date Due</b>	<b>Invoice Amount</b>
<b>2024/2025 – Phase 1</b>		
<i>1<sup>st</sup> Progress Report</i>	Apr 15, 2024	\$14,247.99
<i>2<sup>nd</sup> Progress Report</i>	Jul 15, 2024	\$14,247.99
<i>3<sup>rd</sup> Progress Report</i>	Oct15, 2024	\$14,247.99
<i>1<sup>st</sup> Annual Report</i>	Mar 15, 2025	\$17,684.07
<b>2024/2025 Total</b>		\$60,428.04
<b>2025/2026 – Phase 2</b>		
<i>4th Progress Report</i>	Apr 15, 2025	\$14,538.45
<i>5th Progress Report</i>	Jul 15, 2025	\$14,538.45
<i>6th Progress Report</i>	Oct 15, 2025	\$14,538.45
<i>2<sup>nd</sup> Annual Report</i>	Mar 15, 2026	\$18,021.91
<b>2025/2026 Total</b>		\$61,637.26
<b>2026/2027 – Phase 3</b>		
<i>7th Progress Report</i>	Apr 15, 2026	\$14,828.91
<i>8th Progress Report</i>	Jul 15, 2026	\$14,828.91
<i>9th Progress Report</i>	Oct 15, 2026	\$14,828.91
<b>Draft Final Report</b>	Mar15, 2027	\$8,083.44
<b>Final Report</b>	Jun 15, 2027	\$10,300.00
<b>2026/2027 Total</b>		\$62,870.17
<b>Total</b>		\$184,935.47

\* includes 3% annual increase to cover increases in the cost of equipment, fuel, and salary.

## References

- FWC-FWRI. 2022. Fisheries-Independent Monitoring Program Procedure Manual. Florida Fish and Wildlife Research Institute. St. Petersburg, Florida.
- Palm Beach County Department of Environmental Resources Management (PBCERM). 2010. Lake Worth Lagoon Initiative: Summary of Projects and Fiscal Year 2010-2011 Funding Requests.
- Paperno, R. 2019. Central Lake Worth Lagoon Fisheries Monitoring Program. Final Report Prepared for Palm Beach County- Department of Environmental Resources Management, Contract # R2016-1697, Florida Fish and Wildlife Conservation Commission, Fish and Wildlife Research Institute. St. Petersburg, Florida, 85pp.
- Paperno, R. 2023. Central Lake Worth Lagoon Fisheries Monitoring Program. Annual Report Prepared for Palm Beach County- Department of Environmental Resources Management, Contract # R2020-1820, Florida Fish and Wildlife Conservation Commission, Fish and Wildlife Research Institute. St. Petersburg, Florida, 71pp.

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:

PHASE I

**Deliverable 1**

Task(s) to be completed by April 15, 2024:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 1: \$14,247.99

Deliverable(s) Required: 1<sup>st</sup> quarterly progress report.

**Deliverable 2**

Task(s) to be completed by July 15, 2024:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 1: \$14,247.99

Deliverable(s) Required: 2<sup>nd</sup> quarterly progress report.

**Deliverable 3**

Task(s) to be completed October 15, 2024:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study

area.

**Task 3: Species identification and sample processing.** All fish shall be identified and enumerated from each sample.

**Task 4&5: Analyses and report writing.** Preparation of quarterly progress report. The 3<sup>rd</sup> Progress Report shall include a proposed outline/format for the Annual Reports.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 1: \$14,247.99

Deliverable(s) Required: 3<sup>rd</sup> quarterly progress report.

#### **Deliverable 4**

Task(s) to be completed March 15, 2025:

**Task 1: 3 Monthly field sampling events in the Northern Lagoon,** shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

**Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove.** Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

**Task 3: Species identification and sample processing.** All fish shall be identified and enumerated from each sample.

**Task 4&5: Analyses and report writing.** Preparation of 2024 Annual Report.

A quarterly progress report describing the quarterly activities completed including a species list of all the fish taxa collected plus the 1<sup>st</sup> Annual Report which shall cover all data collected during the first year. The reports shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restorations sites (Snook Islands/Grassy Flats and Tarpon Cove) and northern Lake Worth Lagoon in graphic or tabular format. Data tables can be included as appendices. Community descriptions can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data.

Completion Time: 5 month Compensation for Phase 1: \$17,684.07

Deliverable(s) Required: 1<sup>st</sup> Annual Report.

## **PHASE II**

#### **Deliverable 5**

Task(s) to be completed April 15, 2025:

**Task 1: 3 Monthly field sampling events in the Northern Lagoon,** shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

**Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove.** Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

**Task 3: Species identification and sample processing.** All fish shall be identified and enumerated from each sample.

**Task 4&5: Analyses and report writing.** Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 2: \$14,538.45



Deliverable(s) Required: 4<sup>th</sup> quarterly progress report.

**Deliverable 6**

Task(s) to be completed July 15, 2025:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of quarterly progress report. The 6<sup>th</sup> Progress Report shall include a proposed outline/format for the Annual Reports.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 2: \$14, 538.45

Deliverable(s) Required: 5<sup>th</sup> quarterly progress report.

**Deliverable 7**

Task(s) to be completed October 15, 2025:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 2: \$14, 538.45

Deliverable(s) Required: 6<sup>th</sup> quarterly progress report.

**Deliverable 8**

Task(s) to be completed by March 15, 2026:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of 2025 Annual Report.

A quarterly progress report describing the quarterly activities completed including a species list of all the fish taxa collected plus the 1<sup>st</sup> Annual Report which shall cover all data collected during the first year. The reports shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restorations sites (Snook Islands/Grassy Flats and Tarpon Cove) and northern Lake Worth Lagoon in graphic or tabular format. Data tables can be included as

appendices. Community descriptions can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data.

Completion Time: 5 month Compensation for Phase 2: \$18,021.91  
Deliverable(s) Required: 2<sup>nd</sup> Annual Report.

### PHASE III

#### **Deliverable 9**

Task(s) to be completed April 15, 2026:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 3: \$14,828.91  
Deliverable(s) Required: 7<sup>th</sup> quarterly progress report.

#### **Deliverable 10**

Task(s) to be completed July 15, 2026:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of quarterly progress report.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 3: \$14,828.91  
Deliverable(s) Required: 8<sup>th</sup> quarterly progress report.

#### **Deliverable 11**

Task(s) to be completed October 15, 2026:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of quarterly progress report. The 9<sup>th</sup> Progress Report

shall include a proposed outline/format for the Annual Reports.

A quarterly progress report describing the activities completed including a species list of all the fish taxa collected.

Completion Time: 3 month Compensation for Phase 3: \$14,828.91  
Deliverable(s) Required: 9<sup>th</sup> quarterly progress report.

**Deliverable 12**

Task(s) to be completed by March 15, 2027:

***Task 1: 3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.

***Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.

***Task 3: Species identification and sample processing***. All fish shall be identified and enumerated from each sample.

***Task 4&5: Analyses and report writing***. Preparation of Draft Final Report

The Draft Final Report shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first 9 Progress Reports and the 1<sup>st</sup> and 2<sup>nd</sup> Annual Reports and shall cover all data collected beginning in July 2015 through December 2026, that are part of prior monitoring contracts between the County and FWC, R2015-0926, R2016-1697, R2018-1785, and R2020-1820. The Draft Final Report shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restoration sites (Snook Islands/Grassy Flats and Tarpon Cove) and northern Lake Worth Lagoon in graphic or tabular format), discussion and interpretation of results, and recommendations for future work. Data tables can be included as appendices. Community comparisons of the restoration sites can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Draft Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Completion Time: 5 months Compensation for Phase 3: \$8,083.44

Deliverable(s) Required: The Draft Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

**Deliverable 13**

Task(s) to be completed by June 15, 2027:

***Task 3&4: Analyses and report writing***. Preparation of Final Report

The final report is due 30 days after PBC ERM provides comments to the Consultant on the Draft Final Report, or by June 15, 2027, whichever is later. The Final Report shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first 9 Progress Reports and the 1<sup>st</sup> and 2<sup>nd</sup> Annual Reports and shall cover all data collected beginning in July 2015 through December 2026, that are part of prior monitoring contracts between the County and FWC, R2015-0926, R2016-1697, R2018-1785, and R2020-1820. The Final Report shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restoration sites (Snook Islands/Grassy Flats and Tarpon Cove) and northern Lake Worth Lagoon in graphic or tabular format), discussion and interpretation of results, and recommendations for future work. Data tables can be included as appendices. Community comparisons of the restoration sites can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Completion Time: 3 months Compensation for Phase 3: \$10,300

Deliverable(s) Required: The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

\* "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 verifiable deliverables.