

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025 (X) Consent () Regular
() Workshop () Public Hearing

Department: Environmental Resources Management


I. EXECUTIVE BRIEF


Motion and Title: **Staff recommends motion to receive and file:** Amendment 2 to the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Contract No. 21250 (Contract), which extends the Contract for 19 months with a new expiration date of December 31, 2026.

Summary: On May 3, 2022, the Board of County Commissioners (BCC) approved the Contract (R2022-0439) providing \$500,000 from the FWC for the Bonefish Cove Estuarine Habitat Restoration Project (Project) construction. Delegated authority 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 was also approved at that time. On April 18, 2023, Amendment 1 (R2023-0515) increased the not to exceed amount from \$500,000 to \$602,226.90. Amendment 2 extends the Contract end date from June 1, 2025 to December 31, 2026. In accordance with County PPM CW-O-051, all delegated contracts, agreements, grants must be submitted by the initiating Department as a receive and file agenda item. **There is no fiscal impact associated with this item. Districts 1, 2 & 7 (SS)**

Background and Justification: The Project uses fill excavated from Peanut Island to construct approximately 30 acres of habitat including mangrove islands, oyster reefs, and associated shallow water fish and wildlife habitat in the Lake Worth Lagoon. Total Project costs are expected to be \$14,700,000. Amendment 2 extends the timeline to complete the reimbursement of construction costs.

- Attachments:**
- 1. Amendment 2 to Contract No. 21250
 - 2. Delegation of Authority

Recommended by: Deborah Drum  Digitally signed by Deborah Drum
DN: c=org, DC=pbccgov, OU=Enterprise, OU=ERM, OU=ERM, CN=Deborah Drum, E=DDrum@pbccgov
Department Director **Date** 4-7-2025

Approved by:  **Date** 4/15/25
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>0</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>X</u>		No _____		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Does this item include the use of state funds?	Yes <u>X</u>		No _____		

Budget Account No.:

EXP: Fund 1232 Department 380 Unit 3303 Object 3401 Program _____
Task E150 Sub Task ILWL

REV: Fund 1232 Department 380 Unit 3303 Source 3739 Program _____

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

There is no fiscal impact associated with this item.

C. Department Fiscal Review:

Shing 4/7/25

III. REVIEW COMMENTS

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

Shing 4/10/25
OFMB DA 4/9 JA 4/8
MF 4/9

Brands 4/11/25
Contract Development & Control
26 4-10-25

B. Legal Sufficiency:

4/14/25
Assistant County Attorney

C. Other Department Review:

_____ Department Director

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 21250, Amendment 2

This Amendment to Contract No. **21250**, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “Commission” or “FWC,” and Palm Beach County, FL, by and through its Board of County Commissioners, 59-6000785, whose address is 301 N. Olive Ave., West Palm Beach, FL, 33401, hereinafter “Contractor,” collectively, “Parties”.

CHANGES TO THE CONTRACT


In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

Contract 21250, the Contract Period Section 3.A. of the Original Contract is hereby amended to end December 31, 2026.

SIGNATURES

All provisions of the Original Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Contract No. 21250 to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Palm Beach County Board of County Commissioners	Florida Fish and Wildlife Conservation Commission
	Jessica Crawford <small>Digitally signed by Jessica Crawford Date: 2025.04.03 14:39:48 -04'00'</small>
Contractor Signature	Executive Director (or Designee) Signature
Deborah Drum	Jessica Crawford
Print Name	Print Name
Department Director, ERM	Chief of Staff
Title	Title
4-1-2025	4/3/2025
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Executed Original FWC Contract 21250 and Attachments A-D
- Amendment 1 to Contract 21250

Approved as to form and legal sufficiency:

/s/ Scott A. Stone
Assistant County Attorney

R2022 0439

FWC Contract No. 21250

MAY 03 2022

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

CONTRACT No. 21250

The FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and Palm Beach County, FL, by and through its Board of County Commissioners, 59-6000785, whose address is 301 N. Olive Ave., West Palm Beach FL, 33401, hereinafter "**Contractor**", collectively, "**Parties**".

INTRODUCTORY CLAUSES

The Commission and Contractor intend to partner together to construct the Bonefish Cove Estuarine Habitat Restoration Project. This project will cap muck sediments to create suitable seagrass habitat where none currently exists. Additionally, emergent habitat islands will be created to support mangrove/saltmarsh and oyster habitats within the Lake Worth Lagoon. This funding will be used to create 1.5 acres of habitat, contributing toward the total project which, when completed, will result in the creation of 36.4 acres of habitat (26.8 acres of seagrass, 7.8 acres mangrove/saltmarsh, and 1.8 acres oyster habitats). Through funding, allocated by the Florida legislature in fiscal year 2021-2022 to restore manatee access to springs and provide habitat restoration in manatee concentrated areas, FWC is contracting Palm Beach County, a government entity, to construct the project. This contract will be for \$500,000 for the purchase and installation of appropriate sediments at elevations suitable for the desired marine habitats. ;

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes; and Such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

1. PROJECT DESCRIPTION.

The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work, Attachment A specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor's response to the Commission's solicitation is hereby incorporated by reference.

2. PERFORMANCE.

A. Contractor Performance. The Contractor shall perform the activities described in the Scope of Work, Attachment A in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations

necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability, integrity and reliability to assure good-faith performance. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract pursuant to paragraph ten (10) Remedies, below, in the event the Contractor's ability to perform under this Contract becomes compromised.

- B. Contractor Responsibilities.** The Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor for this scope of work (on this project). The Commission in coordination with the Contractor may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
- C. Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

3. CONTRACT PERIOD.

- A. Contract Period and Limited Obligation Period.** This Contract shall begin upon execution by both Parties and end June 1, 2025, inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.
- B. Renewal – Competitive Procurement.** If this Contract was competitively procured pursuant to Section 287.057, Florida Statutes, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in the Scope of Work, Attachment A. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

- C. **Renewal – Exceptional Purchase.** If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.
- D. **Renewal Period.** This Contract may not be renewed.
- E. **Extension.** If this is a Contract for contractual services, any extension of this contract as provided for in the Scope of Work, Attachment A shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Contract. There shall be only one extension of this Contract unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor.

4. **COMPENSATION AND PAYMENTS.**

- A. **Compensation.** As consideration for the services rendered by the Contractor under the terms of this Contract, the Commission shall pay the Contractor on a fixed price basis in the amount of \$500,000
- B. **Payments.** The Commission shall pay the Contractor for satisfactory performance of the tasks identified in the Scope of Work, Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager, identified in paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in the Scope of Work, Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must be obligated, and all work completed by the Contractor by the end of the Contract period identified in paragraph three (3).
- C. **Invoices.** Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Contract Manager identified in Paragraph eleven (11) below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

- D. Travel Expenses.** If authorized in the Scope of Work, Attachment A, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- E. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify Contractor in writing at the earliest possible time if funds are not appropriated or available.
- F. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, the Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.
- G. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., governing time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Scope of Work, Attachment A, specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- H. Electronic Funds Transfer.** The Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- I. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. MYFLORIDAMARKETPLACE VENDOR REGISTRATION AND TRANSACTION FEE.

- A. MyFloridaMarketPlace.** In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.
- B. Transaction Fee.** Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.033(3), F.A.C., shall be assessed a Transaction Fee, which the Vendor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

6. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayments to Contractor.** The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Commission. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.** If the Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida law, the Commission can recoup that cost or loss from monies owed to the Contractor under this Contract or any other contract between the Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between the Contractor and the Commission, Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Contractor is placed on notice that this exemption generally does not apply to other parties of this agreement, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

- A.** If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. MONITORING.

The Commission's Contract Manager shall actively monitor the Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Scope of Work, Attachment A.

9. TERMINATION.

- A. Commission Termination.** The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits. The Contractor may request termination of the Contract for convenience.
- B. Termination – Fraud or Willful Misconduct.** This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide the Contractor with written notice of termination.
- C. Termination - Funds Unavailability.** In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- D. Termination – Other.** The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or

licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

- E. **Contractor Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. **REMEDIES.**

- A. **Financial Consequences.** In accordance with Section 287.058(1)(h), F.S., the Scope of Work, Attachment A contains clearly defined deliverables. If the Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, Attachment A the budget amount allocated for that deliverable will be deducted from the Contractor’s payment. The Commission shall apply any additional financial consequences identified in the Scope of Work, Attachment A.
- B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

11. **NOTICES AND CORRESPONDENCE.**

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

FOR THE COMMISSION:
Contract Manager
Kent Smith
Biological Administrator II
FWC Headquarters
620 South Meridian Street
Tallahassee, FL 32399-1600
(850) 488-3831
Kent.Smith@MyFWC.com

FOR THE CONTRACTOR:
Contract Manager
Deborah Drum
Director
Palm Beach County Department of Environmental
Resources Management
2300 N. Jog Rd, 4th Floor
West Palm Beach, FL 33411
(561) 233-2400
DDrum@PBCgov.org

12. **AMENDMENT.**

- A. **Waiver or Modification.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulations.** The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

13. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

- i. Contractor's Pre-existing Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, Attachment A, intellectual and other intangible property rights to the Contractor's pre-existing property will remain with the Contractor.
- ii. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program requirements.
- iii. Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state.
- ii. Use.** State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Contract, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Contract unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

14. RELATIONSHIP OF THE PARTIES.

- A. **Independent Contractor.** The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.
- B. **Contractor Training Qualifications.** The Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Commission in coordination with the Contractor may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.
- E. **Commission Rights to Undertake or Award Supplemental Contracts.** The Contractor agrees that the Commission may undertake or award supplemental contracts for work

related to the Contract. The Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

15. SUBCONTRACTS.

- A. **Authority. Contractor is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.** The Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission in coordination with the Contractor reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Contractor further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. **Contractor Payment to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the Contractor agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Contractor and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with the Contractor shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

- A. **Disclosure of Interested State Employees.** This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida.
- B. **Convicted Vendors.** Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133,

F.S., nor placed on the convicted vendor list. Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.mvflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** Scrutinized Companies. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

- C. **Discriminatory Vendors.** Contractor shall disclose to the Commission, in writing, if they, their contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

- D. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Contract, the Contractor has a continuing duty to

promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, the Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) The Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) The Contractor and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

The Contractor warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.

18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (the Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. PUBLIC RECORDS.

- A. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.
- C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553,**

RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399.

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.
- iv. 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 Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

20. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

21. SECURITY AND CONFIDENTIALITY.

The Contractor shall not divulge to third Parties any clearly marked confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

22. RECORD KEEPING REQUIREMENTS.

- A. Contractor Responsibilities.** The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. State Access to Contractor Books, Documents, Papers, and Records.** The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Contractor Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Contract; or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Contractor Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Contract, The Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement

23. FEDERAL COMPLIANCE.

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

- A. Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- B. Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.

- C. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
 - D. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
 - E. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.
24. **FEDERAL FUNDS. No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.**
- A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
 - B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
 - C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
 - D. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - E. **Contract Work Hours and Safety Standards Act** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers.

Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

- F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. **Prohibition against Lobbying.**
 - i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying",

and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

- ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars. As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person,

firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** The Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, the Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

27. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

28. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

29. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

30. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit*.

31. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

32. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. Requirement to Use E-Verify.** Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- C. Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- D. E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- E. Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section

448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

33. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay the Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission terminate the Contract in whole or in part.

34. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this contract and its attachments, the terms of the solicitation and the contractor's response to the solicitation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

R2022 0439

MAY 03 2022

**PALM BEACH COUNTY,
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Signature

Executive Director (or designee)

Name: Robert S. Weinroth

Name: Thomas H. Eason, Ph.D.

Title: Mayor

Title: Assistant Executive Director

Date: MAY 03 2022

Date: 05/19/2022

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County

Approved as to form and legality by:

/s/ Anthony Pinzino

Commission Attorney

By: [Signature]
Deputy Clerk

Attachments in this Contract include the following:

- Attachment A Scope of Work
- Attachment B Project Location Maps
- Attachment C Project Design Plans
- Attachment D Project Permit

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
Scott A. Stone
Assistant County Attorney

4/14/22
Date

APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
Deborah Drum, Director
Environmental Resource Management

4-5-2022
Date

Vendor Contract - GOVERNMENTAL ENTITY

Ver. September 2020 Page 21 of 21

Project Name:	Bonefish Cove Estuarine Habitat Restoration Project in the Lake Worth Lagoon, Palm Beach County, FL	FWC Contract No.	FWC 21250
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1. PROJECT DESCRIPTION

1.1 Project Overview

1.1.2 Purpose of this Agreement

The purpose of this contract is to establish a funding mechanism between the Florida Fish and Wildlife Conservation Commission (“COMMISSION”) and the Palm Beach County Board of County Commissioners (“CONTRACTOR”) to implement the Bonefish Cove Estuarine Habitat Restoration Project (“PROJECT”), in the Lake Worth Lagoon (LWL), Palm Beach County, FL (Attachment B). This project will cap muck sediments to create suitable seagrass habitat where none currently exists. Additionally, emergent habitat islands will be created to support mangrove/saltmarsh and oyster habitats within the Lake Worth Lagoon. This funding will be used to create 1.5 acres of habitat, contributing toward the total project which, when completed, will result in the creation of 36.4 acres of habitat (26.8 acres of seagrass, 7.8 acres mangrove/saltmarsh, and 1.8 acres oyster habitats). The COMMISSION will provide \$500,000 for the PROJECT with funding allocated by the Florida legislature to provide habitat restoration in manatee concentrated areas. The CONTRACTOR will use these funds as a partial match against \$10,000,00 for the project provided by the U.S. Army Corps of Engineers (USACE). The CONTRACTOR worked with the USACE to develop the project and has acquired all necessary environmental permits to complete the project. The USACE will produce the plans and specifications, and a construction contractor will be selected to build the project through a USACE competitive bid process.

1.1.3 Project Goals and Objectives (Entire Project- all funding)

The overall goal of the PROJECT is to restore 36.4 acres of estuarine habitat in the LWL, including 26.8 acres seagrass, 7.8 acres mangrove, and 1.8 acres oyster habitats. The PROJECT will create seagrass habitat and intertidal islands consisting of mangrove, tidal saltmarsh, intertidal sand flat, and oyster reef habitats, along with two beach- nesting bird islands. The PROJECT is expected to support over 120 species of fish, 39 species of birds, and 13 state and/or federally listed species including West Indian manatee, green and loggerhead sea turtles, American oystercatcher, and least tern. This project will stabilize sediments, preventing damage to surrounding seagrass beds during hurricanes and will protect the eastern shoreline adjacent to the project from wind and wave damage from future hurricanes. Other benefits of the project include LWL water-quality improvements, improved wildlife- and fisheries-oriented recreational opportunities, and increased carbon sequestration capabilities, the latter of which contribute to resilience to the effects of climate change in the LWL. The final project, including all phases, will ultimately provide 36.4 acres of restored estuarine habitat. This contract will assist in achieving these goals by accomplishing the following objective:

- **Objective:** Excavate, transport, and install an estimated 15,151.5 cy of clean sand to appropriate elevations in order to create estuarine habitats.

1.1.4 Work to be Performed under this Contract

Funds under this contract will be used to supply sand to build a portion of the PROJECT. The sand sources for the PROJECT are the two Dredged Material Management Areas (DMMA) on Peanut Island inside the Lake Worth Inlet, one run by the Florida Inland Navigation District (FIND) and one run by the Port of Palm Beach (PORT). The sand was previously dredged from Palm Beach Harbor and the adjacent Intracoastal Waterway and is clean and LWL compatible. Contract funds will be used to pay for a minimum of 15,151.5 cy of sand to be excavated from the DMMA’s, loaded on a barge, transported 10 miles to the project site, and placed and graded to the specified elevations indicated in the project plans incorporated hereto and made a part hereof as Attachment C. A tug will be used to move and position the barges with excavators, conveyors and other heavy equipment used as needed. A minimum of one foot of clearance between the bottom of the LWL and the bottom of the barge and tug will be maintained at all times.

All quantities of materials claimed in invoices shall be based on the units of materials placed to lines and grades and will be verified through payment surveys performed by a professional surveyor licensed in Florida provided by the CONTRACTOR. Materials utilized shall meet the following specifications:

Sand

The CONTRACTOR shall provide LWL compatible sediments meeting the following technical specifications for in water placement to lines and grades detailed in the contract plans (Attachment C).

- A. Gradation of Sand: Satisfactory material shall be clean sand (classified as Fine Sand, Medium Sand, or Coarse Sand on the Wentworth scale). Material shall be free of roots, logs, trash, debris, contaminates, organics, and other deleterious substances, which might cause contamination or a violation of turbidity standards during construction.

Sand from each source shall meet the gradation criteria listed in the tables below.

SAND	
Parameter	Criteria (by volume)
Rock (greater than 3.5 inches)	Less than 0.5%
Fines (passing U.S. Standard No. 200 sieve) (Wet Sieve, ASTM D1140 or C117)	Less than 1.0%
Silts/Clay (passing U.S. Standard No. 230 sieve) (Wet Sieve, ASTM D1140 or C117)	Less than 0.6%

- B. Installation of Sand

- i. Sand shall be placed on top of existing water bottoms to achieve the lines and grades shown on the PROJECT plans (Attachment C).
- ii. Sand shall be placed in a manner that minimizes the generation of turbidity, resuspension of the existing water bottoms, and spreading outside the active work area.
- iii. Sand may be placed and graded using conveyors, excavators, dump trucks, and bulldozers providing the contractor abides by all permit conditions.
- iv. Construction Tolerances: Typical cross sections are shown on the Contract Plans. Sand shall be installed to the lines and grades as indicated on the Contract Plans within neatline tolerances of +/-0.5 feet (6 inches) vertically and +/-5.0 feet horizontally.

1.1.5 Permit Compliance

The CONTRACTOR will adhere to all conditions and requirements of the South Florida Water Management District (SFWMD) Environmental Resource Permit No. 50-103923-P, issued on November 19, 2020, modified on August 13, 2021 hereto and made part of as Attachment D. A U.S. Army Corps of Engineers (USACE) Permit is not required.

This project is a partnership between the COMMISSION and the CONTRACTOR. The CONTRACTOR designed and permitted the project in partnership with the U.S. Army Corps of Engineers. Partners contributing funding and support include:

- Palm Beach County
- Florida Inland Navigation District
- U.S. Army Corps of Engineers

The CONTRACTOR is committed to providing funding to complete the project.

1.2.1 Support of Commission Mission

The overall mission of the COMMISSION is, “*Managing fish and wildlife resources for their long-term well-being and the benefit of people.*” The Bonefish Cove Project is intended to restore estuarine habitats, which will benefit fish and wildlife (e.g., birds and manatees) and increase recreational opportunities in Lake Worth Lagoon (e.g., fishing, bird watching).

As one of its many activities, the COMMISSION’s Division of Habitat and Species Conservation is tasked with aquatic habitat conservation and restoration of marine, estuarine, and freshwater systems in the state of Florida. Specific objectives include:

- Creating balanced aquatic ecosystems to support a multi-species environment to

- benefit Florida's native fish and wildlife.
- Monitoring and managing Florida's wetlands to restore and enhance aquatic habitats.
- Establishing desirable native aquatic vegetation that protects shorelines from erosion.
- Offering scientific support to other government groups to promote good environmental management practices.

To achieve these objectives, the COMMISSION collaborates with partners with similar objectives and responsibilities to develop an integrated strategy for habitat restoration which achieves results on a landscape scale. The Bonefish Cove project is an example of such a joint venture.

It is the mission of the CONTRACTOR and project partner "to establish, maintain, and implement programs for the protection, preservation, and enhancement of the land and water resources of Palm Beach County". The CONTRACTOR has over 20 years of experience implementing large-scale estuarine and marine projects and managing over 31,000 acres of Palm Beach County natural areas. To date, the CONTRACTOR has restored 330 acres of habitat, including 100 acres of mangroves and salt marsh, 126 acres of submerged aquatic vegetation, 39 acres of maritime hammock, 14 acres of artificial reef, and 11 acres of oysters, throughout Palm Beach County estuaries.

2. BASIC SCOPE OF SERVICES

A maximum of 15,151.5 cu yds of sand will be placed at the elevations specified in the engineering drawings (Attachment C). The quantity of sand will be documented by check surveys included with each invoice and confirmed by the contract manager prior to processing of the invoice. The COMMISSION will pay for the excavation, transport and placement of materials at the following rate: no more than \$33 per cu yd of sand. Total payments may not exceed \$500,000.

3. DELIVERABLES

The CONTRACTOR will provide the COMMISSION with a report summarizing each Task completed and documentation with each submitted invoice. The reports will include tasks accomplished by date, deliverables provided (see measurement and documentation methods below), problems that occurred, and how problems were resolved. The reports shall be submitted electronically to the COMMISSION project manager within 30 days of the completion of the Task.

3.1 Measurement and Documentation Methods

3.1.1 Sand Excavation, Transport and Installation

- i. Sand quantities shall not be eligible for payment until it has been placed to specified grades. Quantity measurements shall be based on the following methods.

- ii. Construction Surveys: Topographic surveys of the DMMA’s by a Florida licensed Professional Surveyor will be used to determine the quantity of material excavated. Hydrographic surveys by a Florida licensed Professional Surveyor will be used to document successful placement of the material to the specified lines and grades. The surveys and estimates of quantities installed, placed, and completed to the lines, grades, and tolerances shown in the Contract Plans shall be provided by the CONTRACTOR. The quantity estimate shall differentiate between quantities placed in accordance with the Contract Documents eligible for payment and misplaced materials.

Table 3. Tasks, Deliverables, and Payment

Task	Price per unit	Quantity	Deliverables	Maximum Payment
Excavate, transport by barge, and place one cubic yard of sand to be billed at no more than \$33 per cubic yard for purchase, transport, and placement to the project site according to engineering drawings in Attachment C. See sand criteria described above.	\$33.00/cu yd	Not to exceed 15,151.5 cu yds.	-Report summarizing work completed -Survey showing locations/elevations and quantities of sand placed	\$500,000
Total Payments not to Exceed				\$500,000

3.2 Reports

A report will be submitted with the invoice. The report will include all project accomplishments, monitoring data and summaries, maps of specific work areas and expenditures.

4. FINANCIAL CONSEQUENCES

Pursuant to Term 10. REMEDIES/Paragraph A, Titled Financial Consequences of the agreement FWC 21250:

If the CONTRACTOR materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, or regulations applicable to this Agreement, the COMMISSION may take one or more of the following actions, as appropriate for the circumstances:

- The COMMISSION will withhold \$20 per cubic yard for sand that is not placed as within the lines and grades as per the contract specifications.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- Wholly or partly suspend or terminate this Agreement.
- Take other remedies that may be legally available.
- Notwithstanding the above, COMMISSION shall pay the CONTRACTOR for all expenses, including but not limited to non-cancellable obligations, up to the date of termination.

5. PERFORMANCE

The CONTRACTOR shall adhere to all conditions set forth in the state permit for this grant (Attachment D).

6. CONTRACT PERIOD

Term 3. **CONTRACT PERIOD**/Paragraph A, titled **Contract Period and Limited Obligation Period** of the agreement FWC 21250 is hereby replaced in its entirety to read as follows:

This contract shall begin upon execution by both Parties and end on June 1, 2025, inclusive. The COMMISSION shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

The project activity schedule described under the Deliverables and Compensation sections of this Contract is idealized and dependent upon weather, tidal level, and other circumstances in order to complete the field work described herein.

Term 3. **CONTRACT PERIOD**/Paragraphs B, C, and D, respectively titled **Renewal – Competitive Procurement, Renewal – Exceptional Purchase, and Renewal Period** of the agreement FWC 21250 are hereby deleted in their entirety.

7. COMPENSATION AND PAYMENT

In addition to and pursuant to Term 4. **COMPENSATION AND PAYMENT** of the agreement FWC 21250 the following paragraph also applies with regard to invoicing:

The CONTRACTOR will submit one invoice upon completion of the COMMISSION funded portion of the project. See Contract Section 4C for invoicing requirements. When the COMMISSION's Project Manager has signed off on the required deliverable, the COMMISSION will pay the CONTRACTOR at an amount up to, but not exceeding the amount indicated for the deliverable. The CONTRACTOR will submit the invoice to the COMMISSION and receive in payment a sum **not to exceed \$500,000**.

8. MONITORING SCHEDULE

See Term 8. **MONITORING** of Agreement FWC 21250.

9. INTELLECTUAL PROPERTY RIGHTS

Term 13. **INTELLECTUAL PROPERTY RIGHTS/Paragraph A(i) Titled Contractor's Preexisting Intellectual Property (Proprietary) Rights**, of the Agreement FWC 21250 is hereby replaced in its entirety to read as follows:

Contractor's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the CONTRACTOR's preexisting property will remain with the CONTRACTOR. If CONTRACTOR is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by CONTRACTOR. If CONTRACTOR is not a state agency or subdivision as defined above, CONTRACTOR shall indemnify and hold harmless the COMMISSION and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by CONTRACTOR.

10. TERMINATION

Term 9. **TERMINATION/Paragraph A** the Agreement FWC 21250 titled **Commission Termination**, the last sentence is hereby amended to read:

"The Contractor shall have the right to terminate the contract for lack of funding, cause or convenience of the Contractor."

11. COOPERATION WITH INSPECTOR GENERAL

Term 20. **COOPERATION WITH INSPECTOR GENERAL** of the Agreement FWC 21250 shall be amended to add the following language:

"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 COMMISSION, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

12. INDEMNIFICATION

TERM 26. **INDEMNIFICATION** of the Agreement FWC 21250 is hereby replaced in its

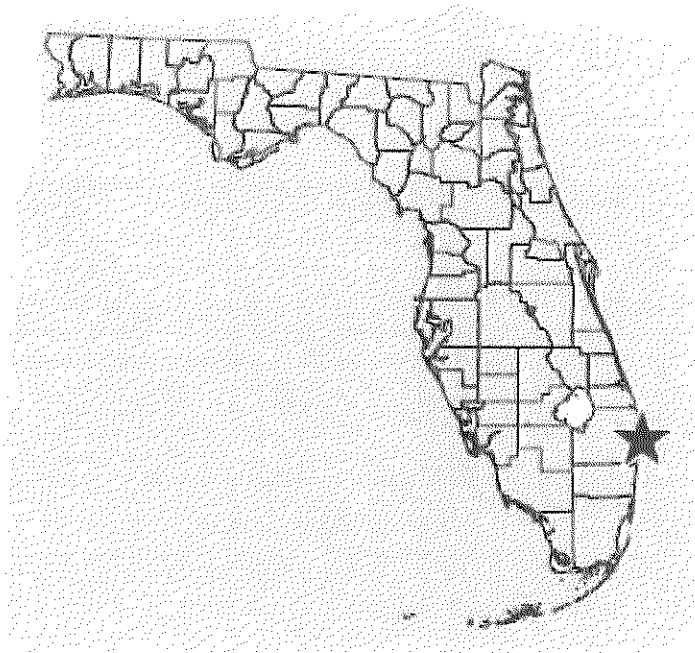
entirety to read as follows:

“Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended.”

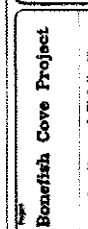
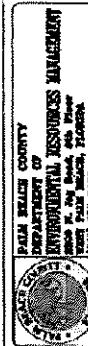
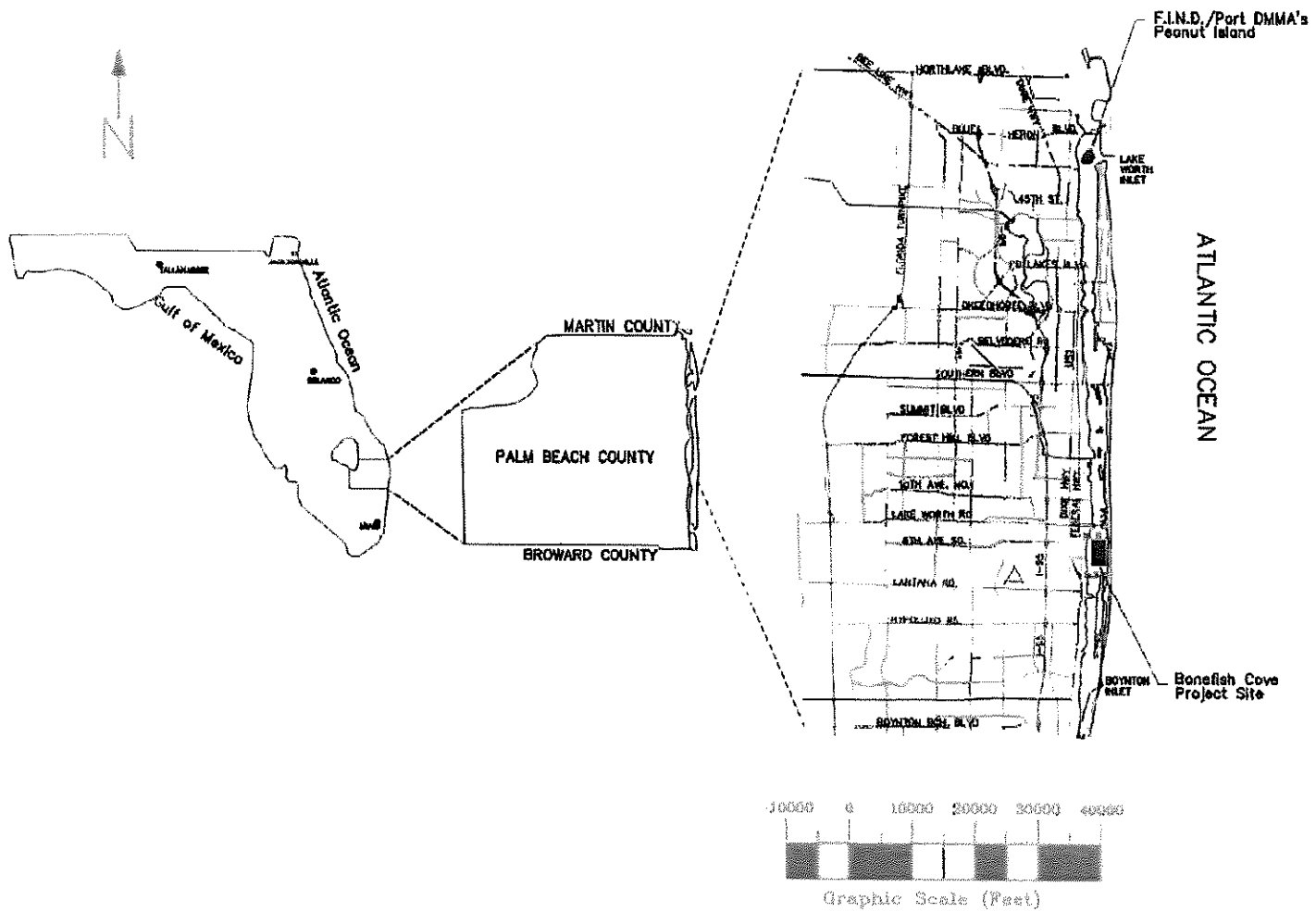
FWC Contract 21250

Attachment B

**Bonefish Cove Estuarine Habitat Restoration
Project Map**



The Bonefish Cove Estuarine Habitat Restoration Project is located in Palm Beach County, in Southeast Florida.





The Project is located with the Lake Worth Lagoon.

FWC Contract 21250

Attachment C

**Bonefish Cove Estuarine Habitat Restoration
Project Design**

LEGEND

- Approximate Toe Of Fill (40.2 ac.)
- 0.5 Ft. Contour Line
- 3.5 Ft. Contour Line
- 5.5 Ft. Contour Line

Mangrove Islands (7.8 ac.)

Oyster Reef (1.7 ac.)

Potential SAV (26.8 ac.)

Riprap Wavebreak (1.1 ac.)

Bird Nesting Mound (0.2 ac.)

Notes:

- 1) Proposed elevations are referenced to the North American Vertical Datum of 1988, 1990 adjustment (NAVD88).
- 2) Mean High Water = +0.10 NAVD88.
- 3) Mean Low Water = -2.36 NAVD88.
- 4) Fill quantity = approx. 375,000 cu. yds.
- 5) Wavebreak rock quantity = approx. 6,983 tons.
- 6) Oyster reef rock quantity = approx. 12,423 tons.
- 7) Bird mound rock quantity = approx. 672 tons.
- 8) See drawing 2 for cross-sections.
- 9) All construction activities at the fill site shall be limited to M-F 8am-6pm in summer (May 1-Nov 20); M-F 9am-5pm winter (Nov 20-May1) unless otherwise coordinated between Palm Beach County and the Town of Palm Beach.

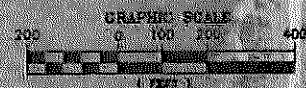
IWW CHANNEL

Toe of Fill

Section "A"

Section "B"

Section "C"



PALM BEACH COUNTY
BONEFISH COVE RESTORATION

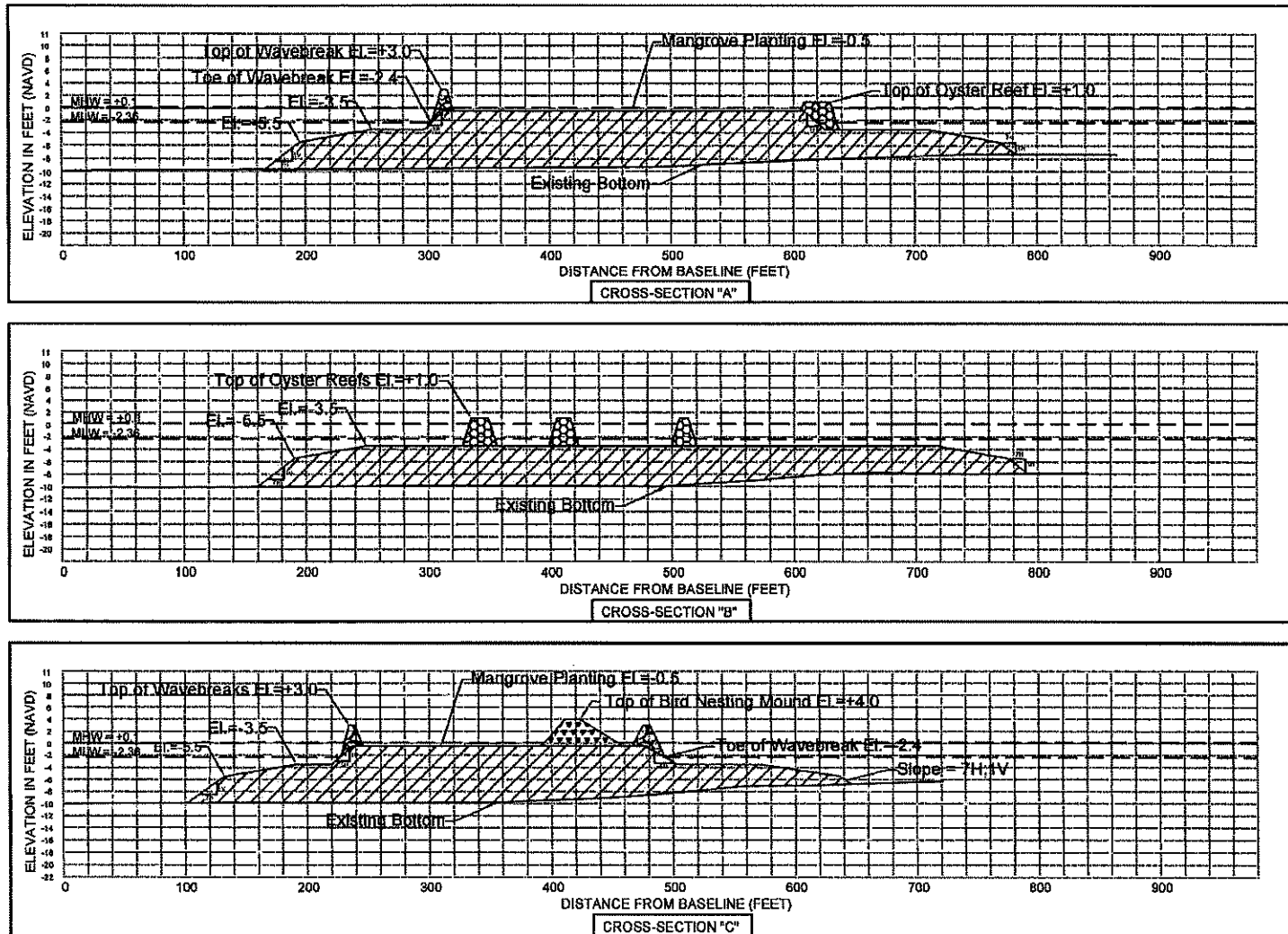
Construction Plan View

TWSS

NO.	DATE	BY	CHKD.	DATE	BY	CHKD.



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 N. Jog Road, 4th Floor
WEST PALM BEACH, FLORIDA
(561) 233-2400



Notes:

- 1) All elevations are referenced to the North American Vertical Datum of 1988 (NAVD).
- 2) All horizontal distances in feet.
- 3) MHW = +0.10 NAVD, MLW = -2.36 NAVD.
- 4) Wavebreak crest widths = 4 feet.
- 5) See Drawing 1 for section locations.
- 6) Eastern IWW ROW is 150 feet west of Baseline.



Riprap Wavebreak (Type A riprap, 1' to 3' limestone boulders)



Oyster Reef (Type B riprap, 9' to 18' limestone rock)



Fill Area



Bird Nesting Berm (Bedding stone, 4' to 9' limestone rock)



PALM BEACH COUNTY

DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FL 33411-2743
(561) 233-2400



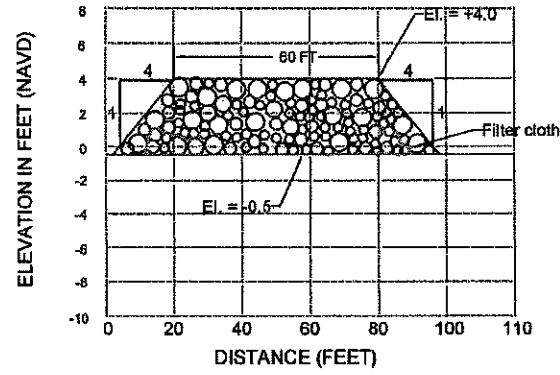
BONEFISH COVE RESTORATION

TYPICAL CROSS-SECTIONS

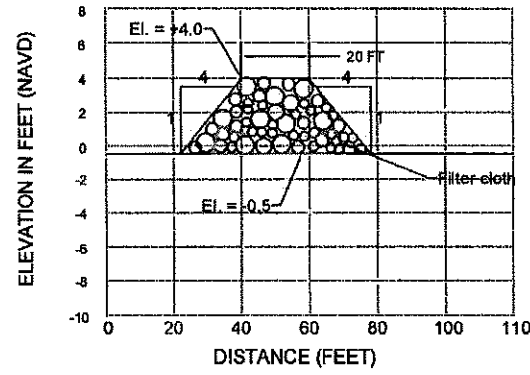
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Date: 3/05/2021

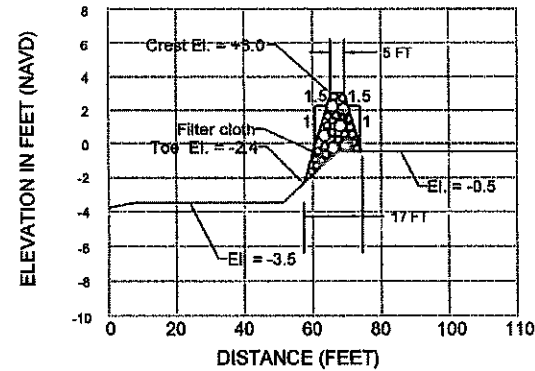
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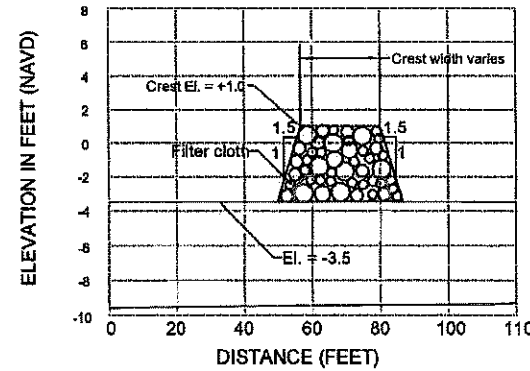
BIRD MOUND DETAIL (LENGTH)



BIRD MOUND DETAIL (WIDTH)



WAVEBREAK DETAIL



OYSTER REEF DETAIL

Notes:

- 1) All elevations are referenced to the North American Vertical Datum of 1988 (NAVD).
- 2) All horizontal distances in feet.
- 3) Riprap wavebreak material = Type A riprap, 1' to 3' limestone boulders
- 4) Oyster reef material = Type B riprap, 9" to 18" limestone rock.
- 5) Bird nesting mound material = Bedding stone, 4" to 9" limestone rock.
- 6) Filter cloth = Mirafi XXX or equivalent.



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2500 NORTH JOE ROAD, 4th FLOOR
WEST PALM BEACH, FL 33411-2743
(561) 233-2400

BONEFISH COVE RESTORATION
ROCK DETAILS

Scale: AS NOTED
Date: 3/03/2021
Sheet: 3 OF 3

FWC Contract 21250

Attachment D

**Bonefish Cove Estuarine Habitat Restoration
South Florida Water Management District Permit**



**South Florida Water Management District
Individual Environmental Resource Permit No. 50-103923-P
Date Issued: November 19, 2020**

Permittee: Palm Beach County Board of County Commissioners
2300 North Jog Road
West Palm Beach, FL 33411

Project: Bonefish Cove Environmental Restoration

Application No. 200827-4144

Location: Palm Beach County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached General Conditions for Authorizations.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

FINAL APPROVED BY
EXECUTIVE DIRECTOR OR DESIGNEE

**South Florida Water Management District
Individual Environmental Resource Permit No. 50-103923-P**

Date Issued: November 19, 2020 **Expiration Date:** November 19, 2025

Project Name: Bonefish Cove Environmental Restoration

Permittee: Palm Beach County Board of County Commissioners
2300 North Jog Road
West Palm Beach, FL 33411

Operating Entity: Palm Beach County Board of County Commissioners
2300 North Jog Road
West Palm Beach, FL 33411

Location: Palm Beach County

Permit Acres: 49.10 acres

Project Land Use: Natural/Undeveloped

Special Drainage District: N/A

Water Body Classification: CLASS III

FDEP Water Body ID: 3226F2

Wetland and Surface Water Impacts: 49.1 acres

Conservation Easement to District: No

Sovereign Submerged Lands: Yes **Type:** Letter of Consent

Project Summary
This Environmental Resource Permit authorizes Construction and Operation of a habitat restoration project known as Bonefish Cove. Restoration activities include the creation of approximately nine acres of mangrove islands (three islands total), 1.5 acres of oyster reef, and 29.6 acres of potential seagrass habitat with elevations of -5.5-ft NAVD and shallower. Fill material to be used for the project will be excavated and transported from the Peanut Island Dredged Material Management Area (DMMA). This permit includes a Letter of Consent authorization to use Sovereign Submerged Lands.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description
The site is located within the Lake Worth Lagoon, approximately 11.8 miles south of Peanut Island, in Palm Beach County. The project is located 1,000 feet west of the west lagoon shoreline and 200 feet east of the Intracoastal Waterway (ICW) channel. Please refer to Exhibit 1.0 for a location map.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the habitat restoration project is the responsibility of Palm Beach County Board of County Commissioners. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

Engineering Evaluation:

There are no stormwater related issues with this project.

Certification, Operation, and Maintenance

General Condition 6 is not in effect for this permit. The activities authorized by the permit do not require certification.

Environmental Evaluation:

Wetlands and Other Surface Waters

The project site contains other surface waters totaling 49.1 acres. Please see Exhibit 2.0 for other surface water locations.

Drastic salinity changes caused over time by freshwater pulses and contaminated runoff have degraded the biological integrity in Lake Worth Lagoon. The objective of the Bonefish Cove project site is to improve the benthic habitat and marine ecosystem conditions of the lagoon.

Bonefish Cove is located approximately 11.8 miles south of the Peanut Island DMMA. The current water depths at Bonefish Cove range from 1.0 to 14.0 feet mean low water (MLW) and bottom substrate is characterized by zero to four feet of muck. A benthic survey was performed across Bonefish Cove at 38 locations along nine transects. While patchy seagrass habitat is located west across the ICWW, there were no corals, hard bottom, or seagrasses observed at any of the 38 locations within the project site.

The construction activities consist of excavating approximately 375,000 cubic yards of fill material from Peanut Island and transporting the material to the Bonefish Cove site to create three different substrate levels. The base or bed of the island will be raised to -5.5-ft NAVD, which will be achieved on a 1:7 (vertical:horizontal) slope from existing bathymetry and offset from the ICWW right-of-way. The interior base of the island, which is where the oyster reef modules will be placed, will be elevated to -3.5- ft NAVD, approximately 1.14 feet below MLW or -2.36- ft NAVD. To complete the island creation project, three mangrove islands will be established to -0.5-ft NAVD. In addition, the project includes the installation of riprap for shoreline protection and island stabilization. The project is also designed to include threatened American Oystercatcher nesting areas (0.42 acres).

Construction methods, as outlined in Exhibit 3.0, will follow similarly completed projects in the Lake Worth Lagoon area such as Snook Island. The fill material will be excavated from Peanut Island DMMA and loaded on a barge with a conveyor. Equipment used at the island will be heavy equipment only. The loaded material will be transported via barge 11.8 miles from Peanut Island to the project site. The material will be unloaded at the project site with an excavator on a flat barge. The excavator will load a conveyor system for the final delivery. The riprap breakwaters installed on the north, west, and south sides of the mangrove islands and the oyster reefs installed on the east side of the islands will help to prevent the loss of sediment from wave action and currents and to protect planted mangroves during growth.

Because material will be mined from upland portions of the DMMA via land-based operations, turbidity is not expected from that portion of the work. Likewise, turbidity is not expected to result from the transport of the material from the DMMA to Bonefish Cove. Localized and temporary increased turbidity could result from the placement of the material at the Bonefish Cove site. Because the fill material is sandy and coarse, it is anticipated that the clean sand particles will settle quickly without spreading into the surrounding habitat. Fill material will be placed in such a manner as to minimize or avoid any turbidity effects to the maximum extent practicable. Furthermore, turbidity curtains will be deployed for the duration of the project and turbidity monitoring will be conducted during all in-water construction. Refer to Exhibit 3.0 for a detailed turbidity control plan.

The post-construction features include the creation of mangrove habitat and installation of pre-fabricated reef modules for oyster reefs. Seagrass will not be planted because it is anticipated that the elevated substrates will provide enough benefit for natural seagrass recruitment.

Fish, Wildlife, and Listed Species

The surface waters to be impacted provide habitat for wetland-dependent species including Florida manatees, sea turtles, and smalltooth sawfish. The proposed habitat restoration activities

will provide or improve habitat for wetland-dependent and aquatic species.

The permittee will implement standard manatee, sea turtle and smalltooth sawfish protection provisions during all in-water project construction activities as stipulated in the special conditions of this permit. District staff does not anticipate any impacts to the manatee or its preferred habitat, or sea turtles and their preferred habitat, associated with the construction or operation of the project.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Sovereignty Submerged Lands

The proposed habitat restoration project is located on sovereignty submerged lands; therefore, it requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. The District is delegated the authority to take final agency action for this application on behalf of the Board of Trustees, pursuant to Rule 18-21.0051(2), F.A.C.

The District has determined that the activity qualifies for a Letter of Consent authorization for use of sovereignty submerged lands as long as the work performed is located within the boundaries as described and is consistent with the conditions herein.

Environmental Evaluation Tables:
Summary

Wetlands and Other Surface Waters: 49.1 acres
Direct Impacts: 49.1 acres
Secondary impacts: 0 acres
Net UMAM Functional Loss/ Gain: 0 units
Total Onsite Mitigation Area: 0 acres
Total Offsite Mitigation Area: 0 acres
Mitigation Provided in Permit No.:

Total Mitigation Bank Credits Provided

Mitigation Bank	Type	Total Credits
		0
Total:		0

Group 1

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
OSW	49.1	Direct Impact	Bays and Estuaries			0.000
Total:		49.1				0.000

Related Concerns:**Water Use Permit Status**

Landscape irrigation and dewatering are not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Historical/ Archeological Resources

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore, the project is unlikely to have an effect upon any such resources. This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

General Conditions for Authorizations for Use of Sovereign Submerged Lands, Rule 18-21.004(7), F.A.C.

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for aquaculture activities and geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or Chapter 258, Part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation of the habitat restoration area shall be the responsibility of Palm Beach County Board of County Commissioners.
3. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
4. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.
5. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction.
6. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
7. Weighted turbidity screens or other such turbidity control measures shall be utilized during construction. The selected turbidity control measures shall be weighted to extend to the bottom of the waterway and shall surround the construction/work areas.
8. A turbidity control plan shall be implemented in accordance with Exhibit No. 3.0. Prior to the commencement of construction in the Lake Worth Lagoon, floating turbidity curtains with weighted skirts that extend to the bottom of the lagoon shall be properly installed to isolate adjacent waters from the work area. The floating turbidity curtains shall be maintained and shall remain in place until all construction is complete and turbidity levels in the project area are within 29 NTUs of background levels (or meet OFW standards). The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
9. Turbidity barriers shall be monitored at least twice a day, once in the a.m. and again in the p.m.

for manatee entanglement or entrapment. If a manatee becomes entrapped within the construction area, the barrier shall be opened so the manatee is able to leave the construction area on its own volition. If a manatee becomes entangled, the Florida Fish and Wildlife Conservation Commission should be notified immediately at 1-888-404-3922 (FWCC).

10. The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

11. Siltation or turbidity barriers shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee and marine turtle entanglement or entrapment. Barriers must not impede manatee movement.

12. All barge activity shall occur only in areas where at least one-foot bottom clearance is maintained at all times.

13. Riprap material shall be clean limestone, granite, other native rock, or clean rebar-free concrete rubble measuring 1 foot to 3 feet in diameter.

14. Fill material shall be sand that is compatible with lagoon sediments and will be from a mined upland source or beneficial reuse of compatible lagoon sediments from a permitted dredge project.
15. No dredging or filling of submerged grassbeds or live bottom communities is authorized by this permit.
16. The permittee shall comply with the following protected species construction conditions:
- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
 - b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
 - c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
 - d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
 - e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
 - f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/ rescue organization.

Project Work Schedule for Permit No. 50-103923-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to both General and Special Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	11/19/2020	Construction Commencement Notice	Prior to Construction	
GC 6	11/19/2020	Submit Certification	30 Days After Construction Completion	
GC 7	11/19/2020	Submit Operation Transfer Request	Within 30 days of Certification	
SC 3	11/19/2020	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

- David Carson, Palm Beach County ERM
- Div of Recreation and Park - District 5
- US Army Corps of Engineers - Permit Section
- Lake Worth Drainage District
- Palm Beach County - Environmental Resource Management
- Palm Beach County Engineer
- City Of Greenacres

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 200827-4144 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Plans](#)

[Exhibit No. 3.0 Construction Methodology & Turbidity Control Plan](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.



**South Florida Water Management District
Individual Environmental Resource Permit No. 50-103923-P
Date Issued: August 13, 2021**

Permittee: Palm Beach County Board of County Commissioners
2300 North Jog Road
West Palm Beach, FL 33411

Project: Bonefish Cove Environmental Restoration

Application No. 210722-6907

Location: Palm Beach County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached General Conditions for Authorizations.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Gary R. Priest, P.E.
Engineering Section Administrator, Environmental Resource Bureau

**South Florida Water Management District
Individual Environmental Resource Permit No. 50-103923-P**

Date Issued:	August 13, 2021	Expiration Date:	August 13, 2026
Project Name:	Bonefish Cove Environmental Restoration		
Permittee:	Palm Beach County Board of County Commissioners 2300 North Jog Road West Palm Beach, FL 33411		
Operating Entity:	Palm Beach County Board of County Commissioners 2300 North Jog Road West Palm Beach, FL 33411		
Location:	Palm Beach County		
Permit Acres:	49.10 acres		
Project Land Use:	Natural/Undeveloped		
Special Drainage District:	N/A		
Water Body Classification:	CLASS III		
FDEP Water Body ID:	3226F2		
Wetland and Surface Water Impacts: 40.2 acres			
Conservation Easement to District: No			
Sovereign Submerged Lands:	Yes	Type:	Letter of Consent

Project Summary
This Environmental Resource Permit authorizes a modification of a habitat restoration project known as Bonefish Cove. The previous restoration activities authorized under Application No. 200827-4144 included the creation of approximately nine acres of mangrove islands (three islands total), 1.5 acres of oyster reef, and 29.6 acres of potential seagrass habitat with elevations of -5.5-ft NAVD and shallower.

The proposed changes to the restoration project include shifting the project area eastward from the Intracoastal Waterway (ICWW) Channel Right of Way to avoid any impacts to the ICWW. Additionally, the proposed restoration project area has been reduced by 18%. Approximately eight acres of mangrove islands (three islands total), 1.7 acres of oyster reef, and 26.8 acres of potential seagrass habitat with elevations of -5.5-ft NAVD and shallower will be created.

Fill material to be used for the project will be excavated and transported from the Peanut Island Dredged Material Management Area (DMMA). This permit includes a Letter of Consent authorization to use sovereignty submerged lands.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site is located within the Lake Worth Lagoon, approximately 11.8 miles south of Peanut Island, in Palm Beach County. The project is located 1,000 feet west of the west lagoon shoreline and 200 feet east of the Intracoastal Waterway (ICW) channel. Please refer to Exhibit 1.0 for a location map.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the habitat restoration project is the responsibility of Palm Beach County Board of County Commissioners. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

Engineering Evaluation:

There are no stormwater related issues with this project.

Certification, Operation, and Maintenance

General Condition 6 is not in effect for this permit. The activities authorized by the permit do not require certification.

Environmental Evaluation:

Wetlands and Other Surface Waters

Application No. 200827-4144 previously authorized restoration work in other surface waters for 49.1 acres. However, the current modification to the project site reduces the area of work in other surface waters to 40.2 acres. Please see Exhibit 2.0 for other surface water locations.

Drastic salinity changes caused over time by freshwater pulses and contaminated runoff have degraded the biological integrity in Lake Worth Lagoon. The objective of the Bonefish Cove project site is to improve the benthic habitat and marine ecosystem conditions of the lagoon. Bonefish Cove is located approximately 11.8 miles south of the Peanut Island DMMA. The current water depths at Bonefish Cove range from 1.0 to 14.0 feet mean low water (MLW) and bottom substrate is characterized by zero to four feet of muck. A benthic survey was performed across Bonefish Cove at 38 locations along nine transects. While patchy seagrass habitat is located west across the ICWW, there were no corals, hard bottom, or seagrasses observed at any of the 38 locations within the project site.

The previously authorized construction activities consisted of excavating approximately 375,000 cubic yards of fill material from Peanut Island and transporting the material to the Bonefish Cove site to create three different substrate levels. The base or bed of the island will be raised to -5.5-ft NAVD, which was to be achieved on a 1:7 (vertical:horizontal) slope from existing bathymetry and offset from the ICWW right-of-way. The modified construction activities consist of the same parameters. However, the base or bed of the islands to be raised will be offset approximately 150 feet away from the ICWW right-of-way to avoid impacts to the ICWW itself. The interior base of the island, which is where the oyster reef modules will be placed, will remain to be elevated to -3.5- ft NAVD, approximately 1.14 feet below MLW or -2.36- ft NAVD. To complete the island creation project, three mangrove islands will be established to -0.5-ft NAVD. In addition, the project includes the installation of riprap for shoreline protection and island stabilization. The project will continue to include threatened American Oystercatcher nesting areas in which the modified acreage of nesting area has changed from 0.42 acres to a total 0.2 acres.

Construction methods, as outlined in Exhibit 3.0, will continue to follow similarly completed projects in the Lake Worth Lagoon area such as Snook Island. The fill material will be excavated from Peanut Island DMMA and loaded on a barge with a conveyor. Equipment used at the island will be heavy equipment only. The loaded material will be transported via barge 11.8 miles from Peanut Island to the project site. The material will be unloaded at the project site with an excavator on a flat barge. The excavator will load a conveyor system for the final delivery. The riprap breakwaters installed on the north, west, and south sides of the mangrove islands and the oyster reefs installed on the east side of the islands will help to prevent the loss of sediment from wave action and currents and to protect planted mangroves during growth.

Because material will be mined from upland portions of the DMMA via land-based operations, turbidity is not expected from that portion of the work. Likewise, turbidity is not expected to result from the transport of the material from the DMMA to Bonefish Cove. Localized and temporary increased turbidity could result from the placement of the material at the Bonefish Cove site. Because the fill material is sandy and coarse, it is anticipated that the clean sand particles will settle quickly without spreading into the surrounding habitat. Fill material will be placed in such a manner as to minimize or avoid any turbidity effects to the maximum extent practicable. Furthermore, turbidity curtains will be deployed for the duration of the project and turbidity monitoring will be conducted during all in-water construction. Refer to Exhibit 3.0 for a detailed turbidity control plan.

The post-construction features include the creation of mangrove habitat and installation of pre-fabricated reef modules for oyster reefs. Seagrass will not be planted because it is anticipated that the elevated substrates will provide enough benefit for natural seagrass recruitment.

Fish, Wildlife, and Listed Species

The surface waters to be impacted provide habitat for wetland-dependent species including Florida manatees, sea turtles, and smalltooth sawfish. The proposed habitat restoration activities will provide or improve habitat for wetland-dependent and aquatic species.

The permittee will implement standard manatee, sea turtle and smalltooth sawfish protection provisions during all in-water project construction activities as stipulated in the special conditions of this permit. District staff does not anticipate any impacts to the manatee or its preferred habitat, or sea turtles and their preferred habitat, associated with the construction or operation of the project.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Sovereignty Submerged Lands

The proposed habitat restoration project is located on sovereignty submerged lands; therefore, it requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. The District is delegated the authority to take final agency action for this application on behalf of the Board of Trustees, pursuant to Rule 18-21.0051(2), F.A.C.

The District has determined that the activity qualifies for a Letter of Consent authorization for use of sovereignty submerged lands as long as the work performed is located within the boundaries as described and is consistent with the conditions herein.

**Environmental Evaluation Tables:
Summary**

Wetlands and Other Surface Waters: 40.2 acres
Direct Impacts: 40.2 acres
Secondary impacts: 0 acres
Net UMAM Functional Loss/ Gain: 0 units
Total Onsite Mitigation Area: 0 acres
Total Offsite Mitigation Area: 0 acres
Mitigation Provided in Permit No.:

Total Mitigation Bank Credits Provided

Mitigation Bank	Type	Total Credits
		0
Total:		0

Group 1

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank						
ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
OSW	40.2	Direct Impact	Bays and Estuaries			0.000
Total:		40.2				0.000

Related Concerns:

Water Use Permit Status

Landscape irrigation and dewatering are not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Historical/ Archeological Resources

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore, the project is unlikely to have an effect upon any such resources. This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

- applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - Convey to the permittee or create in the permittee any interest in real property;
 - Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
- Immediately if any previously submitted information is discovered to be inaccurate; and
 - Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

General Conditions for Authorizations for Use of Sovereign Submerged Lands, Rule 18-21.004(7), F.A.C.

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for aquaculture activities and geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or Chapter 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation of the habitat restoration area shall be the responsibility of Palm Beach County Board of County Commissioners.
3. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
4. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.
5. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction.
6. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
7. Weighted turbidity screens or other such turbidity control measures shall be utilized during construction. The selected turbidity control measures shall be weighted to extend to the bottom of the waterway and shall surround the construction/work areas.
8. A turbidity control plan shall be implemented in accordance with Exhibit No. 3.0. Prior to the commencement of construction in the Lake Worth Lagoon, floating turbidity curtains with weighted skirts that extend to the bottom of the lagoon shall be properly installed to isolate adjacent waters from the work area. The floating turbidity curtains shall be maintained and shall remain in place until all construction is complete and turbidity levels in the project area are within 29 NTUs of background levels (or meet OFW standards). The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
9. Turbidity barriers shall be monitored at least twice a day, once in the a.m. and again in the p.m.

for manatee entanglement or entrapment. If a manatee becomes entrapped within the construction area, the barrier shall be opened so the manatee is able to leave the construction area on its own volition. If a manatee becomes entangled, the Florida Fish and Wildlife Conservation Commission should be notified immediately at 1-888-404-3922 (FWCC).

10. The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

11. Siltation or turbidity barriers shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee and marine turtle entanglement or entrapment. Barriers must not impede manatee movement.

12. All barge activity shall occur only in areas where at least one-foot bottom clearance is maintained at all times.

13. Riprap material shall be clean limestone, granite, other native rock, or clean rebar-free concrete rubble measuring 1 foot to 3 feet in diameter.

14. Fill material shall be sand that is compatible with lagoon sediments and will be from a mined upland source or beneficial reuse of compatible lagoon sediments from a permitted dredge project.
15. No dredging or filling of submerged grassbeds or live bottom communities is authorized by this permit.
16. The permittee shall comply with the following protected species construction conditions:
- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
 - b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
 - c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
 - d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
 - e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
 - f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/ rescue organization.

Project Work Schedule for Permit No. 50-103923-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to General Conditions, Special Conditions and/or Specific Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	08/13/2021	Construction Commencement Notice	Prior to Construction	
SC 3	08/13/2021	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

Distribution List

- Div of Recreation and Park - District 5
- US Army Corps of Engineers - Permit Section
- Lake Worth Drainage District
- Palm Beach County - Environmental Resource Management
- Palm Beach County Engineer
- City Of Greenacres

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 210722-6907 .

[Exhibit 1.0 Location Map](#)

[Exhibit 2.0 Plans](#)

[Exhibit 3.0 Construction Methodology & Turbidity Control Plan](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

R2023 0515 APR 18 2023
AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 21250, Amendment 1

This Amendment to Contract No. 21250, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Palm Beach County, FL, by and through its Board of County Commissioners, 59-6000785, whose address is 301 N. Olive Ave., West Palm Beach, FL, 33401, hereinafter "Contractor," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

Contract 21250, the total value of the Original Contract is hereby amended to read as follows:

All references to \$500,000 shall be amended to
\$602,226.90.

Contract 21250, the total estimated number of cu yds of sand to be purchased in the Original Contract is hereby amended to read as follows:

All references to 15,151.75 cy of sand shall be amended to reflect 18,249.30 cy of sand.

Attachment A – Scope of Work, the total value of the Original Contract is hereby amended to read as follows:

All references to \$500,000 shall be amended to \$602,226.90.

Attachment A- Scope of Work, the total estimated number of cu yds of sand to be purchased in the Original Contract is hereby amended to read as follows:

All references to 15,151.75 cy of sand shall be amended to reflect 18,249.30 cy of sand.

SIGNATURES

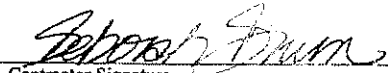
All provisions of the Original Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Contract No. 21250 to be executed through their duly authorized signatories on the day and year last written below.

R2023 0515 APR 18 2023

CONTRACTOR EXECUTION SIGNATURE

Palm Beach County Board of County Commissioners



Contractor Signature

DEBORAH DRUM

Print Name

Department Director, ERN

Title

12-22-2022

Date

COMMISSION EXECUTION SIGNATURE

Florida Fish and Wildlife Conservation Commission

Thomas H. Eason

Digitally signed by Thomas H. Eason
Date: 2022.12.31 10:26:50 -05'00'

Executive Director (or Designee) Signature

Thomas H. Eason, Ph.D.

Print Name

Executive Director, Acting

Title

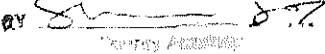
12/31/2022

Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Executed Original FWC Contract 21250 and Attachments A-D

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
Attorney General



INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: August 10, 2022

TO: Verdenia C. Baker
 County Administrator

THROUGH: Patrick Rutter
 Assistant County Administrator

FROM: Deborah Drum, Director
 Environmental Resources Management

PR

MS

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
 Contract No. 21250 with the State of Florida, Florida Fish and
 Wildlife Conservation Commission (FWC) (Contract), for an
 amount not to exceed \$500,000 to contribute to the total cost of
 construction of the Bonefish Cove Estuarine Habitat
 Restoration Project beginning upon Contract execution and
 expiring June 1, 2025.

On May 3, 2022, agenda item 3L-1 (R2022-0439), the Board of County Commissioners approved 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.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM), to sign all future time extensions, task assignments, certifications, and other forms associated with this Contract, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Contract. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: *V. Baker*

Verdenia C. Baker, County Administrator

DATE: 8/29/22

DD:kf
 Attachment