Agenda Item: **3L-1**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 10, 2026	(X) Consent ( ) Workshop	( ) Regular ( ) Public Hearing
Department:	Environmental Resources Management		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Contract for Consulting/Professional Services (Contract) with the Florida Fish and Wildlife Conservation Commission (FWC), to provide fisheries monitoring in the Lake Worth Lagoon (LWL) for an amount not to exceed $283,853, commencing upon execution and expiring on September 30, 2030; and

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

Summary: The Contract authorizes FWC to provide continued fisheries monitoring in the LWL and compares fisheries presence, utilization and recruitment between LWL restoration projects (Snook Islands, Grassy Flats, Tarpon Cove and Bonefish Cove) and natural seagrass habitats in the northern Lagoon. The new Contract provides for three (3) years of monitoring for both natural communities and restoration sites beginning January 1, 2027. Monitoring under the current contract (R2023-1793) ends on December 30, 2026, with the final report due on June 15, 2027, and an expiration of September 30, 2027. The new Contract will begin prior to expiration of the current contract in order to ensure there is no gap in monitoring. The Contract is funded by Manatee Protection Fund and Florida Department of Environmental Protection (FDEP) Lake Worth Lagoon Ecosystem Fund. **Districts 1, 2, 7 (FXM)**

Background and Justification: The Contract builds upon the current and past monitoring contracts (R2023-1793, R2020-1820, R2018-1785 and R2016-1697) and extends the monitoring timeframe to a total fifteen-year data set used to assess the Lagoon's health. These monitoring efforts also support the goals of FWC's broader statewide assessment of economically important fisheries resources.

Attachment:
1. Contract

Recommended by: Deborah Drury 10-1-2026
Department Director **Date**

Approved by: Pcc 10/19/26
Chief Deputy County Administrator **Date**

FXM 09/29/26

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	$66,990	$94,617	$94,617	$27,629	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	$66,990	$94,617	$94,617	$27,629	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Does this item include the use of state funds? Yes X No _____
Does this item include the use of federal funds? Yes _____ No X

Budget Account No.:
Fund 1232 Department 380 Unit 3057 Object 3401 Program _____
Task E031 SubTask ILWL Task Order 014

Fund 1229 Department 380 Unit 3057 Object 3401 Program _____
Task E031 SubTask ILWL Task Order 014

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

Manatee Protection Fund (1232) - 50%
FDEP Lake Worth Lagoon Ecosystem Fund (1229) - 50%

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

10/13/2026
OFMB 10/13
AH 10/13

Contract Development & Control 10/14/26
ZG 10.14.26

B. Legal Sufficiency:

10-15-26
Assistant County Attorney

C. Other Department Review:

_____
Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 10 day of November, 2024 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Fish and Wildlife Conservation Commission, a State Agency authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-3105845.

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

ARTICLE 1 - SERVICES

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

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

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Lainie Edie, Grant Administrator, telephone no. (727) 502-4782.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on execution of this Contract and complete all services by September 30, 2030.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. **Amount.** The total amount to be paid by the COUNTY under this Contract for all services described in the Scope of Work, Exhibit A, shall not exceed a total contract amount of two hundred eighty three thousand eight hundred fifty three dollars and 00/100 Dollars ($283,853.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a deliverable basis, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. **Invoices.** Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

C. **Expenses.** "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed two hundred eighty three thousand eight hundred fifty three dollars and 00/100 Dollars ($283,853.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit B. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.

D. **Contract Closeout Period.** Consultant shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the Contract in order to close-out the Contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the Contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the Contract. Consultant's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Consultant after the expiration or termination of the Contract.

E. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

F. **VSS Registration Required**. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract

award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT.

This Contract may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT.
Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE l0 – INSURANCE

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

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

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

minimum insurance:

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

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

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

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

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

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

ARTICLE 11 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the CONSULTANT against any actions, claims or damages arising out of the COUNTY'S negligence in connection with this Agreement, and the CONSULTANT shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the CONSULTANT'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

This article shall survive termination or expiration of this Contract.

ARTICLE l2 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE l4 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to,

acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all

times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the

COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

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

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

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. **When contract value is greater than $1 million:** As provided in F.S. 287.135,

by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 31 - PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.

D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT

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

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

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

ARTICLE 32 - COUNTERPARTS

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

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 - DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.
All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

ARTICLE 36 – PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Consultant hereby certifies to the County that Consultant does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

Attachments:

Exhibit A: Scope of Work
Exhibit B: Schedule of Payments

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

By:_____
Deputy Clerk

WITNESS:

_____
Signature

_____
Name (type or print)

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

FLORIDA FISH & WILDLIFE
CONSERVATION COMMISSION

_____
Signature

_____
Name (type or print)

_____
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
Frank Moehrle
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Deborah Drum, Department Director
Environmental Resources Management

SCOPE OF WORK
Lake Worth Lagoon Fisheries Monitoring Program
2027-2030

I. INTRODUCTION/BACKGROUND:

Lake Worth Lagoon is a highly urbanized estuary that has experienced extensive habitat loss and ecological degradation resulting from more than a century of shoreline hardening, dredging, filling, and watershed development. Natural mangrove shorelines have largely been replaced by seawalls and other hardened structures, while freshwater inflows from the C-17, C-51, and C-16 canals continue to alter salinity regimes and deliver nutrients and suspended sediments that contribute to reduced water clarity and degraded estuarine habitats (PBCERM 2021). In response, Palm Beach County implemented a comprehensive restoration program that has restored or enhanced over 250 acres of estuarine habitat through construction of mangrove islands, living shorelines, oyster reefs, shallow-water habitat, and seagrass restoration. Major restoration projects include habitat enhancements at Munyon Island in northern Lake Worth Lagoon, at the Snook Islands, Grassy Flats, and Tarpon Cove restoration sites in the central Lake Worth Lagoon, and recently completed Bonefish Cove restoration site in the southern Lake Worth Lagoon. Together, these projects are intended to improve water quality, increase shoreline resilience, reduce sediment resuspension, and restore shallow-water habitats that support estuarine-dependent fish, wildlife, and invertebrate communities (Palm Beach County ERM 2021).

Previous fisheries monitoring has demonstrated that restored habitats throughout Lake Worth Lagoon provide important nursery, foraging, and refuge areas for recreationally, commercially, and ecologically important species. Fisheries-Independent Monitoring (FIM) conducted by the Florida Fish and Wildlife Conservation Commission from 2014–2025 documented over 200 fish taxa and 17 selected invertebrate taxa during stratified-random sampling in Lake Worth Lagoon, including juvenile snappers, Common Snook, Sheepshead, White Mullet, Atlantic Croaker, penaeid shrimp, and numerous other estuarine-dependent species (Tremain 2026). Continued monitoring has confirmed the persistent use of restored habitats by juvenile and adult reef-associated fishes, supporting the role of mangrove, oyster reef, and seagrass habitats as critical components of the lagoon's fisheries productivity (Tremain 2024, 2026). Long-term monitoring at restoration sites has also shown that fish assemblages respond as restored habitats mature, emphasizing the importance of evaluating biological responses over multiple years following habitat construction.

The proposed FIM effort will expand long-term monitoring to the newly restored Bonefish Cove restoration site while maintaining consistency with existing sampling efforts throughout Lake Worth Lagoon at Northern Lake Worth, Snook Islands, Grassy Flats, and Tarpon Cove. Standardized fisheries monitoring will provide quantitative information on species composition, abundance, recruitment, and habitat utilization allowing direct comparisons among restoration projects of different ages and habitat types. These data are valuable for evaluating restoration performance, documenting ecological benefits associated with public investment in habitat restoration, and providing the scientific information needed to support adaptive management and future restoration planning within Lake Worth Lagoon.

II. OBJECTIVES:

Fisheries-Independent Monitoring (FIM) provides a standardized, long-term dataset for evaluating the responses of fish and macroinvertebrate communities to natural and anthropogenic disturbances, habitat restoration, resource management actions, and changes in water quality.

Continued collection of these data in Palm Beach County enables resource managers to assess ecological trends and quantify the effectiveness of restoration projects. The primary objective of this program is to collect fisheries-independent data that address local management needs while contributing to statewide assessments of Florida's estuarine fisheries resources. Continued monitoring at the Northern Lake Worth Lagoon, Grassy Flats/Snook Islands, and Tarpon Cove sites, together with the expansion of sampling to the newly completed Bonefish Cove restoration site, will provide a consistent framework for evaluating restoration performance across projects of varying ages and habitat types. This monitoring effort directly supports the Lake Worth Lagoon Management Plan objective to "continue fisheries monitoring at established and new restoration sites and expand monitoring to include sites throughout the Lagoon" (PBCERM 2021), while providing the scientific information necessary to evaluate restoration success, guide adaptive management, and prioritize future habitat restoration and conservation efforts.

Consultant's (FWC-FWRI) Objectives:

1) Conduct three years of monthly fisheries monitoring in Northern Lake Worth Lagoon using standardized methods of the long-term Florida Wildlife Research Institute (FWRI) FIM program (FWC-FWRI 2025).
2) Conduct three years of quarterly FIM sampling near restoration sites (Grassy Flats/Snook Islands, Tarpon Cove, and Bonefish Cove) in Central and South Lake Worth Lagoon.
3) Prepare a final report describing the fisheries resources in Northern Lake Worth Lagoon and near restoration sites in Central and South Lake Worth Lagoon (Grassy Flats/Snook Islands, Tarpon Cove, and Bonefish Cove).

III. TASK IDENTIFICATION:

Task 1: Monthly field sampling. Beginning in January 2027 and continuing through December 2029, monthly stratified-random sampling shall be conducted to provide comprehensive abundance and distribution data on fishes that occur in Northern Lake Worth Lagoon. All sampling will be conducted during daytime hours (one hour after sunrise to one hour before sunset). Monthly sampling shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines (Table 1).

Task 2: Quarterly field sampling. Beginning in January 2027 and continuing through December 2029, stratified-random sampling shall be conducted to provide comprehensive abundance and distribution data on fishes that occur near the Grassy Flats/Snook Islands, Tarpon Cove, and Bonefish Cove restoration projects in Central and South Lake Worth Lagoon. All sampling will be conducted during daytime hours (one hour after sunrise to one hour before sunset). Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations (Table 1).

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

The 40-m (130') seine is a long center-bag seine, 8' (2.4-m) deep, made of 1" stretch knotted nylon

mesh (#9 twine), hung on the half. The floatline is made of a single 3/8-inch black twisted polypropylene rope with floats (SB4, 3" diameter x 1 ½" width, with ½" hole) spaced every 12" (30.5 cm) on center. The leadline is made of two 1/4-inch black twisted polypropylene ropes with barrel leads (1.5 oz, ~42.5 g) spaced every 12" (30.5 cm) inches on center. The bag of the net is 8' (2.4-m) deep by 8' (2.4-m) tall by 8' (2.4-m) wide and located in the center of the net (i.e., such that the corners of the bag are exactly 61' (18.6-m) from the ends of the seine). Both the lead and float lines continue onto the sides and back of the bag (leads and floats are the same at mouth of bag, along both sides, and along back of bag, per defined specs above). Both the lead and float lines (without the floats and leads attached) are extended an extra 3' (1-m) from each end of the seine meshing, to be used to attach the net to a pole, used to pull the net through the water. With the rope extensions on each end of the net, the float line and lead line are a total of 136' (41.5-m) and the mesh part of the net is 130' (39.6-m) long including the 8' (2.4-m) for the bag mouth.

The 183-m (600') haul seine is a long center-bag seine, 3-m (10') deep, made of 38-mm (1½") stretch nylon mesh. The float and lead line are made of ½" black twisted polypropylene rope. The float and lead line are a double rope with the lead and floats being attached to the outer rope (See Figure 1). The wings are made of double selvedge #9 nylon twine 38-mm (1½") stretch mesh. The barrel leads (2.0 ounce #8) will be placed every 15-cm (6") on center on the wing and every 30.5-cm (12") on center along the sides and back of the bag. The floats will be SB5 (3½" diameter x 1½" width, with ½" hole) and spaced every 30.5-cm (12") on center on the wings and along the sides and back of the bag. The bag will be 3-m x 3-m x 3-m, centered on the net and made of double selvedge #15 nylon twine 38-mm (1 ½") stretch mesh. The lead and float line (without the floats and leads attached) will be extended an extra 3-m from each end of the net to be used to pull the net through the water. With the extensions on each end of the net, the float line and lead line will be a total of 189-m (620') and the mesh part of the net will be 183-m (600') long including the 3-m (10') for the bag mouth.

One County staff will assist the Consultant in the field during the sampling events, if needed. Typically, each monthly sampling event will require one field day, however, an additional 1-1.5 days will be needed to complete the required 28 net hauls during months when monthly and quarterly sampling events coincide (February, May, August, and November), or when unexpected conditions (i.e., weather, equipment failure) occur. County support includes participating in preparing equipment, setting and pulling in each net, recording data, and identifying/measuring the catch in each net. The Consultant will provide a State match, comprising of three additional staff (3 staff: including field time, lab time, data analysis, and report writing: $87,427 total personnel costs).

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

Table 1. Sample effort per each sample area

Area	21.3-m seine	40-m haul seine	183-m haul seine	Total
Central Lake Worth Lagoon (quarterly sampling)				
Grassy Flats/Snook Islands	4 (2 onshore, 2 offshore)	3	0	**7**
Tarpon Cove restoration (quarterly sampling)				
Tarpon Cove	4 (2 onshore, 2 offshore)	3	0	**7**
Bonefish Cove restoration (quarterly sampling)				
Bonefish Cove	4 (2 onshore, 2 offshore)	3	0	**7**
Northern Lake Worth Lagoon (monthly sampling)				
Munyon/Singer Islands	4 (2 onshore, 2 offshore)	0	3	**7**
Annual Total (monthly)	48	0	36	84
Annual Total (quarterly)	48	36	0	84
Grand Total (Annual)	**96**	**36**	**36**	**168**

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

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

IV. TIMEFRAMES AND DELIVERABLES:

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

Table 2. Timeline

	2027											
Task	1	2	3	4	5	6	7	8	9	10	11	12
1. Monthly field sampling	x	x	x	x	x	x	x	x	x	x	x	x
2. Quarterly field sampling		x			x			x			x	
3. Species id and sample processing	x	x	x	x	x	x	x	x	x	x	x	x
4. Analyses										x	x	x
5. Report writing			x	x		x	x		x	x		x

	2028											
Task	1	2	3	4	5	6	7	8	9	10	11	12
1. Monthly field sampling	x	x	x	x	x	x	x	x	x	x	x	x
2. Quarterly field sampling		x			x			x			x	
3. Species id and sample processing	x	x	x	x	x	x	x	x	x	x	x	x
4. Analyses										x	x	x
5. Report writing			x	x		x	x		x	x		x

	2029											
Task	1	2	3	4	5	6	7	8	9	10	11	12
1. Monthly field sampling	x	x	x	x	x	x	x	x	x	x	x	x
2. Quarterly field sampling		x			x			x			x	
3. Species id and sample processing	x	x	x	x	x	x	x	x	x	x	x	x
4. Analyses										x	x	x
5. Report writing	x	x	x	x		x	x		x	x		x

	2030											
Task	1	2	3	4	5	6	7	8	9	10	11	12
1. Monthly field sampling												
2. Quarterly field sampling												
3. Species id and sample processing	x	x	x	x								
4. Analyses	x	x	x	x	x							
5. Report writing	x	x	x	x	x	x						

Payments and Invoicing

Each invoice shall include the Commission Contract Number, Contractor's Federal Employer Identification (FEID) Number, dates of services, and details of services being invoiced. Invoices may be submitted electronically to the PBC project manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. Consultant acknowledges that the County may reject invoices lacking documentation necessary to justify invoice expenses. Multiple tasks may be combined on a single invoice. No more than thirteen (13) invoices may be submitted under this contract. The final invoice is due by **June 15, 2030.** If a task is not completed, the invoice will be reduced by the amount listed in section V for the associated incomplete task.

V. BUDGET* / COST SCHEDULE:

Product	Date Due	Invoice Amount
2027/2028 – Phase 1		
1st Progress Report	Apr 15, 2027	$22,329.77
2nd Progress Report	Jul 15, 2027	$22,329.77
3rd Progress Report	Oct15, 2027	$22,329.77
1st Annual Report	Mar 15, 2028	$27,628.36
2027/2028 Total		$94,617.67
2028/2029 – Phase 2		
4th Progress Report	Apr 15, 2028	$22,329.77
5th Progress Report	Jul 15, 2028	$22,329.77
6th Progress Report	Oct 15, 2028	$22,329.77
2nd Annual Report	Mar 15, 2029	$27,628.36
2028/2029 Total		$94,617.67
2029/2030 – Phase 3		
7th Progress Report	Apr 15, 2029	$22,329.77
8th Progress Report	Jul 15, 2029	$22,329.77
9th Progress Report	Oct 15, 2029	$22,329.77
Draft Final Report	March 31, 2030	$12,460.39
Final Report	June 15, 2030	$15,167.96
2029/2030 Total		$94,617.67
Total		$283,853.00

References

Florida Fish and Wildlife Conservation Commission – Fish and Wildlife Research Institute (FWC-FWRI). 2025. Fisheries-Independent Monitoring Program Procedure Manual. Florida Fish and Wildlife Research Institute. St. Petersburg, Florida.

Palm Beach County Environmental Resources Management (PBCERM). 2021. Lake Worth Lagoon Management Plan. Palm Beach Board of County Commissioners. 147 pp.

Tremain, D. 2024. Central Lake Worth Lagoon Fisheries Monitoring Program. Final Report Prepared for Palm Beach County- Department of Environmental Resources Management, Contract # R2020-1820, Florida Fish and Wildlife Conservation Commission, Fish and Wildlife Research Institute. St. Petersburg, Florida, 71 pp.

Tremain, D. 2026. Central Lake Worth Lagoon Fisheries Monitoring Program. Annual Report Prepared for Palm Beach County- Department of Environmental Resources Management, Contract # R2024-0562, Florida Fish and Wildlife Conservation Commission, Fish and Wildlife Research Institute. St. Petersburg, Florida, 72 pp.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

Deliverable 1
Task(s) to be completed by April 15, 2027:
Task 1: ***3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: ***Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove***. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: ***Species identification and sample processing***. All fish shall be identified and enumerated from each sample.
Task 4&5: ***Analyses and report writing***. Preparation of quarterly progress report.

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

Completion Time: 3 month Compensation for Phase 1: $22,329.77
Deliverable(s) Required: 1st progress report.

Deliverable 2
Task(s) to be completed by July 15, 2027:
Task 1: ***3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: ***Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove***. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: ***Species identification and sample processing***. All fish shall be identified and enumerated from each sample.
Task 4&5: ***Analyses and report writing***. Preparation of quarterly progress report.

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

Completion Time: 3 month Compensation for Phase 1: $22,329.77
Deliverable(s) Required: 2nd progress report.

Deliverable 3
Task(s) to be completed October 15, 2027:
Task 1: ***3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: ***Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove***. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: ***Species identification and sample processing***. All fish shall be identified and enumerated from each sample.
Task 4&5: ***Analyses and report writing***. Preparation of quarterly progress report. The 3rd Progress Report shall include a proposed outline/format for the Annual Reports.

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

Completion Time: 3 month Compensation for Phase 1: $22,329.77
Deliverable(s) Required: 3rd progress report.

Deliverable 4
Task(s) to be completed March 15, 2028:
Task 1: 3 Monthly field sampling events in the Northern Lagoon, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: Species identification and sample processing. All fish shall be identified and enumerated from each sample.
Task 4&5: Analyses and report writing. Preparation of 2027 Annual Report.

The 1st Annual Report which shall cover all data collected during the first year. The reports shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restoration sites [Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove] and northern Lake Worth in graphic or tabular format). Data tables can be included as appendices. Community descriptions can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data.

Completion Time: 5 month_____ Compensation for Phase 1: $27,628.36
Deliverable(s) Required: 1st Annual Report.

Deliverable 5
Task(s) to be completed April 15, 2028:
Task 1: 3 Monthly field sampling events in the Northern Lagoon, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: Species identification and sample processing. All fish shall be identified and enumerated from each sample.
Task 4&5: Analyses and report writing. Preparation of quarterly progress report.

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

Completion Time: 3 month_____ Compensation for Phase 2: $22,329.77
Deliverable(s) Required: 4th progress report.

Deliverable 6
Task(s) to be completed July 15, 2028:
Task 1: 3 Monthly field sampling events in the Northern Lagoon, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: Species identification and sample processing. All fish shall be identified and enumerated from each sample.
Task 4&5: Analyses and report writing. Preparation of quarterly progress report.

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

Completion Time: 3 month_____ Compensation for Phase 2: $22,329.77
Deliverable(s) Required: 5th progress report.

Deliverable 7
Task(s) to be completed October 15, 2028:
Task 1: 3 Monthly field sampling events in the Northern Lagoon, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: Species identification and sample processing. All fish shall be identified and enumerated from each sample.
Task 4&5: Analyses and report writing. Preparation of quarterly progress report. The 6th Progress Report shall include a

proposed outline/format for the Annual Reports.

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

Completion Time: 3 month Compensation for Phase 2: $22,329.77
Deliverable(s) Required: 6th quarterly progress report.

Deliverable 8
Task(s) to be completed by March 15, 2029:
Task 1: 3 Monthly field sampling events in the Northern Lagoon, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: Quarterly field sampling at Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: Species identification and sample processing. All fish shall be identified and enumerated from each sample.
Task 4&5: Analyses and report writing. Preparation of 2028 Annual Report.

The 2nd Annual Report shall cover all data collected during the second year. The reports shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restoration sites [Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove] and northern Lake Worth in graphic or tabular format). Data tables can be included as appendices. Community descriptions can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data.

Completion Time: 5 month Compensation for Phase 2: $27,628.36
Deliverable(s) Required: 2nd Annual Report.

Deliverable 9
Task(s) to be completed April 15, 2029:
Task 1: 3 Monthly field sampling events in the Northern Lagoon, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove, and Bonefish Cove. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: Species identification and sample processing. All fish shall be identified and enumerated from each sample.
Task 4&5: Analyses and report writing. Preparation of quarterly progress report.

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

Completion Time: 3 month Compensation for Phase 3: $22,329.77
Deliverable(s) Required: 7th progress report.

Deliverable 10
Task(s) to be completed July 15, 2029:
Task 1: 3 Monthly field sampling events in the Northern Lagoon, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove, and Bonefish Cove. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: Species identification and sample processing. All fish shall be identified and enumerated from each sample.
Task 4&5: Analyses and report writing. Preparation of quarterly progress report.

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

Completion Time: 3 month Compensation for Phase 3: $22,329.77
Deliverable(s) Required: 8th progress report.

Deliverable 11
Task(s) to be completed October 15, 2029:

Task 1: ***3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: ***Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove, and Bonefish Cove***. Quarterly sampling shall consist of 12 randomly selected 21.3-m seine stations and nine 40-m seine stations, within the study area.
Task 3: ***Species identification and sample processing***. All fish shall be identified and enumerated from each sample.
Task 4&5: ***Analyses and report writing***. Preparation of quarterly progress report. The 9th Progress Report shall include a proposed outline/format for the Draft/Final Reports.

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

Completion Time: 3 month Compensation for Phase 3: $22,329.77
Deliverable(s) Required: 9th quarterly progress report.

Deliverable 12
Task(s) to be completed by March 15, 2030:
Task 1: ***3 Monthly field sampling events in the Northern Lagoon***, shall consist of four randomly selected 21.3-m seine stations and three 183-m haul seines.
Task 2: ***Quarterly field sampling at Snook Islands/Grassy Flats and Tarpon Cove, and Bonefish Cove***. Quarterly sampling shall consist of eight randomly selected 21.3-m seine stations and six 40-m seine stations, within the study area.
Task 3: ***Species identification and sample processing***. All fish shall be identified and enumerated from each sample.
Task 4&5: ***Analyses and report writing***. Preparation of Draft Final Report

The Draft Final Report shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first nine Progress Reports and the 1st and 2nd Annual Reports and shall cover all data collected during the three-year study. The Draft Final Report shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restoration sites [Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove] and northern Lake Worth in graphic or tabular format), discussion and interpretation of results, and recommendations for future work. Data tables can be included as appendices. Community comparisons of the restoration sites can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Draft Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Completion Time: 5 months Compensation for Phase 3: $12,460.39

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

Deliverable 13
Task(s) to be completed by June 15, 2030:
Task 3&4: ***Analyses and report writing***. Preparation of Final Report

The Final Report shall be cumulative, i.e., the Annual Report shall cover all data, including that covered in the first 9 Progress Reports and the 1st and 2nd Annual Reports and shall cover all data collected during the three-year study as well as all data beginning in July 2015. The Final Report shall include, at a minimum, description of objectives, methods, analyses, results (a summary of differences between the catch composition at restoration sites [Snook Islands/Grassy Flats, Tarpon Cove, and Bonefish Cove] and northern Lake Worth in graphic or tabular format), discussion and interpretation of results, and recommendations for future work. Data tables can be included as appendices. Community comparisons of the restoration sites can be done with parametric and non-parametric statistical analysis methods depending on what type of analysis is supported by the data. The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

Completion Time: 3 months Compensation for Phase 3: $15,167.96
Deliverable(s) Required: The Final Report, Appendices, and all data in a spreadsheet or database format shall be submitted as the final product.

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