

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2011 Consent Regular
 Workshop Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Contract with the Sea to Shore Alliance, Inc. (a not-for-profit corporation) in an amount not to exceed \$84,040 for a boat speed compliance study expiring March 31, 2013; and, **B) authorize** the County Administrator or his designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and necessary minor amendments that do not change the scope of work or terms and conditions of the Contract.

Summary: This study is needed to meet a requirement of the 2007 Manatee Protection Plan (MPP) and will summarize boater use patterns and evaluate compliance by boaters with waterway speed zones. Sea to Shore Alliance, Inc (S2S) will perform eight (8) surveys at six (6) locations over a one (1) year period and perform analysis of aerial data of boat traffic collected for the Florida Fish and Wildlife Commission in 2007. Results will be compared to previous studies to determine changes in boat use patterns and speed zone compliance. The results will be used to determine whether changes to the MPP are necessary when it undergoes formal review in 2014. The Contract will be funded from the Manatee Protection allocation effective upon execution by both parties and expires March 31, 2013. Countywide (SF)

Background and Justification: The Manatee Protection Plan identified locations where additional boat facilities should be constructed in the County and it is estimated that this could result in approximately 50% more non-single family slips constructed. To offset the potential increase in boats associated with roughly 5,000 additional slips, the County committed to funding the Plan to provide funding for studies, outreach, increased law enforcement and habitat restoration. This boat speed compliance study will be performed using similar methods to studies conducted by many other counties to enable comparison of results. S2S is a private, not-for-profit corporation whose principals have conducted manatee research for over 40 years and recently completed a two year aerial survey of manatees for the County as well as performing research locally for Florida Power and Light.

Attachment:

- 1. Contract

Recommended by: Richard E. Walsby 8/17/11
Department Director Date

Approved by: [Signature] 9/13/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	<u>55,466</u>	<u>28,574</u>	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>55,466</u>	<u>28,574</u>	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
	<i>Proposed</i>				
Is Item Included in Current Budget?		Yes <u>X</u>	No _____		
Budget Account No.:	Fund <u>1226</u>	Department <u>380</u>	Unit <u>3252</u>	Object <u>3401</u>	
	Program _____				

B. Recommended Sources of Funds/Summary of Fiscal Impact:
\$84,040 Manatee Protection Allocation

C. Department Fiscal Review:



III. REVIEW COMMENTS

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

[Signature] 9/16/11
OFMB
JB
8/21/11

[Signature] 9/18/11
Contract Development and Control
9-8-11 [Signature]

B. Legal Sufficiency:

[Handwritten initials]

This Contract complies with our contract review requirements.

Anne Helgert 9/9/11
Assistant County Attorney

C. Other Department Review:

Department Director

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2011, 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 Sea to Shore Alliance, Inc, 200 Second Avenue South, Suite 315, St Petersburg, FL 33701, [] an individual, [] a partnership, [X] a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal Tax ID Number is 26-2568737.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of boat speed zone compliance study, 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 the Director of the Palm Beach County Department of Environmental Resources Management, telephone no. 561-233-2400.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be Dr. James Powell, telephone no. 941-661-2941.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services upon receipt of the County's written notice to proceed and complete all services by March 31, 2013.

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Eighty-four Thousand, Forty Dollars (\$84,040). The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of

completion as of the billing date.

- B. Invoices received from the CONTRACTOR 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. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This shall constitute CONTRACTOR'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 CONTRACTOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR 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 CONTRACTOR 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 hereinunder shall be performed by the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the

COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONTRACTOR shall provide the COUNTY with a copy of the CONTRACTOR's contract with any SBE subcontractor or any other related documentation upon request.

The CONTRACTOR understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONTRACTOR shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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 is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONTRACTOR shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.
- B. **Commercial General Liability** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONTRACTOR doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.
- E. **Professional Liability** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether

coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

- F. **Additional Insured** CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONTRACTOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to "Palm Beach County, ATTN: ERM Director, 2300 N. Jog Road, 4th Floor, West Palm Beach, FL 33411-2743," or his successor/current address.
- I. **Umbrella or Excess Liability** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- K. **Watercraft Liability** CONTRACTOR shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.

This coverage requirement may also be satisfied via endorsement to the CONTRACTOR'S Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR 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 CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

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 Palm Beach County. 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.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR 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. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR 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 CONTRACTOR'S judgment 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 CONTRACTOR 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 CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'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 CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Ordinance 2009-049, as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner

in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) 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 CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR 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:

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 CONTRACTOR, notices shall be addressed to:

Dr. James Powell
Sea to Shore Alliance, Inc.
200 Second Avenue South, Suite 315
St. Petersburg, FL 33701

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR 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 CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONTRACTOR'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and

subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR 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.

Attachments:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

Exhibit C: Insurance

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 CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

WITNESS:

CONTRACTOR:

Signature

Sea to Shore Alliance
Company Name

STEVEN A SCHAEFER
Name (type or print)

Signature

Signature

James A. Powell
Typed Name

Jean Blackburn
Name (type or print)

Executive Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corporate seal)

By Anne Idelfant
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Richard E. Walesky
Richard E. Walesky, Director

EXHIBIT "A"

SCOPE OF WORK

A Characterization Of Boater Speed Zone Compliance In Palm Beach County

Background and Rationale

Assessments of recreational boating activity and boater compliance have been identified as important tools for both waterway management and manatee protection (USFWS, 2001). In spite of this, information on recreational boating activity has been lacking during the development process of many county-wide manatee protection plans. Counties frequently rely upon the numbers of registered vessels, and the quantity and distribution of boat facilities in order to characterize boat use. Spatial and temporal patterns of recreational boating use, however, are frequently unavailable. Even less information is available on the effectiveness of previously-established boat speed zones. Along with human pressure on Florida's natural system comes increasing recreational pressure; including more boats and increased use of coastal waterways. As a result, the evaluation of levels of human activity on Florida's waterways is becoming increasingly important for manatee conservation and protection.

An approved Manatee Protection Plan (MPP) for Palm Beach County was completed and adopted in August 2007. Among the primary recommendations for plan implementation was to undertake a *boating activity* study in order to provide current information on recreational boating use, and to undertake a *boater speed zone compliance study* in order to evaluate the effectiveness of current manatee speed zones in Palm Beach County. These two studies would provide current information on countywide recreational boating use, including a characterization of spatial and temporal boat traffic patterns, the distribution of recreational vessels by type and size, the identification of popular boating destinations and travel corridors, and the identification of relative risk and conflicts between on-water human activities and manatee use. This new information will also have the added benefit of addressing other MPP issues, including recommendations to improve law enforcement effectiveness, boater education / awareness, and speed zone signage. The implementation of these studies would be particularly timely because a seven-year review and update of the Palm Beach County MPP is underway, and a state review of manatee speed zones in Palm Beach County is planned between 2012 and 2015. Additionally, the Florida Fish and Wildlife Conservation Commission has recently made revisions to boater safety speed zones and completed installing improved signage in mid-summer 2011.

Methods

In order to complete one of the key Palm Beach County MPP recommendations, a boater speed zone compliance study is proposed. The methods for conducting the proposed study will closely follow established techniques which have been used successfully in previous boating characterization projects, including recent recreational boating studies in Lee, Collier, Brevard, Broward, and Miami-Dade Counties.

A series of fixed point (either land-based or boat-based) surveys will be established at selected

important locations in Palm Beach County. The precise locations will be determined after input and consultation with Palm Beach County staff. Criteria for site selection may include; 1) areas where levels of boater compliance with posted speed zones may be of particular concern; 2) areas where there may be known resource conflicts, such as high numbers of boating accidents or watercraft-related manatee deaths; 3) high vessel traffic areas, or; 4) restricted areas from which it may be difficult to collect aerial survey data.

Once established, field surveys will be conducted from each site using established survey methods used in previous fixed-point boat traffic studies conducted in Florida (Gorzelany, 1996, 1998, 2000, 2004, 2005, 2006). For each vessel observation, the time of day, vessel type, size, origin, destination, activity, qualitative speed, and level of compliance will be recorded on standard field data sheets. A minimum of six survey sites are proposed with a total of eight survey days conducted at each site, including four weekdays and four weekend days. At least one boat-based survey site may be selected in order to assess boater compliance with existing 25-30 mph speed zones in Palm Beach County. For this assessment, a Falcon Marine radar gun (Kustom Signals, Inc.) or a Prolaser III lidar speed gun (Kustom Signals, Inc.) will be utilized.

Seasonal sampling frequency will be similar to fixed point surveys recently conducted in Broward and Miami-Dade Counties (Gorzelany, 2005, 2008). Four survey days at each site will be conducted from June through September, and four survey days will be conducted from October through May (including two surveys conducted in winter (December-February)). This survey schedule will be consistent with current seasonal regulatory zones in Palm Beach County, and will capture changes, if any, in boater behavior at different times throughout the year. Surveys will be conducted during a continuous six-hour interval. Starting and ending times will be varied between surveys.

A boating activity study was conducted by the Florida Fish and Wildlife Conservation Commission (FWC) which included aerial surveys of recreational boat traffic between January and December 2007 (PBS&J, 2009). While FWC has determined that this study fulfills the PBC MPP requirement, this study focused on boating safety issues – not manatee issues, and did not include information from the entire county (the entire Loxahatchee River waterway, for instance, was not examined during the original study). Additional analyses on this dataset are also proposed in order to provide a more powerful tool from which effective and defensible management decisions can be made. Additional information to be acquired will include the countywide spatial distribution of vessels in-use (including the Loxahatchee River waterway), along with both short-term and long-term temporal trends in recreational and commercial vessel use throughout the county.

Data Analysis

At the completion of each sampling event, all original field data will be reviewed for accuracy and completeness. All field data will then be entered in spreadsheet format, sorted, tabulated, and analyzed graphically using Microsoft Excel®. Statistical analysis of boater compliance data will be performed utilizing a chi-square test with contingency tables, which compute the expected number of observations (such as compliance or non-compliance) if a given parameter

(such as boat type) has no effect. The chi square value summarizes the difference between expected and observed frequencies and determines significance. Radar data, comparing vessel speeds from regulated vs. unregulated areas, weekday vs. weekend surveys, morning vs. afternoon surveys, and the presence / absence of law enforcement, will be conducted with a two sample t-test.

After the completion of data entry, a minimum of 10 percent of data from each survey site will be rechecked against the original data sheets in order to ensure accuracy in computer data entry. Backup copies of all boating data will be maintained. Original field data sheets also will be archived for future reference.

Re-examination of aerial survey data from the 2009 PBS&J study will be primarily performed using ArcGIS Spatial Analyst ®. GIS analyses will examine the spatial distribution of vessels in-use throughout Palm Beach County as well as other key elements of boating use, including daily, weekly, and seasonal boating trends.

Project Deliverables and Budget

Monthly progress reports summarizing field activities including any observations of special note will be submitted by the 15th of the following month. An interim six-month progress report will also be submitted summarizing and discussing work accomplished. A final project report will include the following information:

1) An examination of boater compliance data from selected important locations in Palm Beach County in order to evaluate:

- Levels of boater compliance for different vessel attributes (vessel size, vessel type, vessel class, and direction of travel).
- Weekday / weekend variations in boater compliance.
- Short-term (daily) variations in boater compliance.
- Variations in boater compliance among survey sites.
- Changes in boater activity in the presence / absence of law enforcement.
- Information on vessel travel patterns from selected important areas.
- Comparisons with previous Florida boater compliance studies.
- Reasons and potential solutions to boater non-compliance, including recommendations for speed zone modifications, improved vessel compliance, improved signage or outreach material, and other manatee risk management measures.

In addition, all finalized electronic word processing, spreadsheet, graphic and GIS shapefiles, including associated metadata and data dictionaries, will be provided as a final project deliverable. In addition any video footage collected during field surveys will be available upon request.

2) A summary of relevant information from the 2009 PBS&J boating study (PBS&J, 2009), including a re-examination of the 2007 Palm Beach County aerial dataset in order to determine:

- The countywide spatial distribution of vessel traffic, including identification of low, moderate, and high-use boating areas, popular boating destinations, and important travel corridors in Palm Beach County waters.
- Countywide seasonal variations in vessel use.
- Weekday vs. weekend comparisons in vessel use.
- Countywide distribution of vessels in-use by size, type, class, and activity.
- An examination of recreational vs. commercial vessel use in Palm Beach County waters.
- Comparisons with previous recreational boating studies in Palm Beach County (including the 1994 UM PBC Boating Activity Study) in order to identify changes, if any, in boat traffic patterns.

Project Timeline

2 weeks after Notice to Proceed (NTP)	Kickoff meeting
1 month after NTP	Project mobilization
2 months after NTP	Initiation of fixed point field surveys
6 months after NTP	Six-Month Progress Report
14 months after NTP	Completion of fixed point survey data collection
15 months after NTP	Draft Final Report
16 months after NTP	Final Project Report
17 months after NTP	Present results to PBC, FWC and law enforcement agencies
18 months after NTP	Complete

Proposed Payment Schedule

Month 1	\$4,940.00
Month 2	\$4,940.00
Month 3	\$4,940.00
Month 4	\$4,940.00
Month 5	\$4,940.00
Month 6	\$4,940.00
Month 7	\$6,940.00
Month 8	\$4,940.00
Month 9	\$4,940.00
Month 10	\$4,940.00
Month 11	\$4,940.00
Month 12	\$4,940.00
Month 13	\$4,940.00
Month 14	\$4,940.00
Month 15	\$4,940.00
<u>Month 16</u>	<u>\$7,940.00</u>
Total	\$84,040.00

Mission and Experience

Among the goals of Sea to Shore Alliance (S2S) is to provide a better understanding of human use of coastal waterways and to promote a suitable balance between human activities and the natural environment. For more than 20 years, S2S staff have been involved with studies involving the assessment of existing manatee protection strategies, including the establishment of speed zones, sign posting, recreational boat traffic characterization and boater compliance, law enforcement effectiveness, and risk-assessment modeling. Research conducted by S2S has broad implications for both habitat conservation and wildlife management in Florida coastal waters.

Recent waterways management projects conducted by S2S staff have included:

- Vessel traffic surveys of Western Pinellas County (2009-10). Funded by the Florida Fish and Wildlife Conservation Commission.
- Vessel traffic studies of Miami-Dade County (2008-09). Funded by the Miami-Dade County Department of Resources Management.
- Vessel traffic surveys of St. Johns and Flagler Counties, Florida (2007-08). Funded by the Florida Fish and Wildlife Conservation Commission.
- Vessel traffic surveys of Brevard County, Florida (2006-07). Funded by the Florida Fish and Wildlife Conservation Commission.
- Vessel traffic surveys of Collier County, including Ten Thousand Islands (2006-07). Funded by Collier County Natural Resources.
- Assessment of new regulatory zones in Terra Ceia Bay, Florida (2006-07). Funded by the U.S. Fish and Wildlife Service
- Evaluation of law enforcement presence on boater compliance (2006-07). Funded by the U.S. Fish and Wildlife Service.
- Vessel traffic surveys of Lee and Charlotte Counties (2005-06). Funded by the Florida Fish and Wildlife Conservation Commission.
- Assessment of new regulatory speed zones on recreational boating activity in Lemon Bay, Florida (2005-06). Funded by the National Fish and Wildlife Foundation.
- Evaluation of vessel wake effects at Blowing Rocks Marina, Martin County, Florida (2005). Funded by the Florida Fish and Wildlife Conservation Commission, Office of Boating and Waterways.

- Evaluation of boat traffic patterns and boater compliance in Broward County, Florida (2004-05). Funded by the Florida Fish and Wildlife Conservation Commission.
- Evaluation of boat traffic patterns and boater compliance in Broward County, Florida (2004-05). Funded by the Florida Fish and Wildlife Conservation Commission.
- Evaluation of boat traffic patterns and boater compliance in Lee County, Florida (2003-04). Funded by the Florida Fish and Wildlife Conservation Commission.
- Evaluation of boat traffic patterns and boater compliance in Collier County, Florida (2003-04). Funded by the Florida Fish and Wildlife Conservation Commission.
- Characterization of boat traffic patterns in Terra Ceia Bay (2002-03). Funded by the Florida Fish and Wildlife Conservation Commission
- Evaluation of boat traffic patterns in Lemon Bay prior to changes in regulatory zones (2002-03). Funded by the U.S. Fish and Wildlife Service.
- Boat traffic and compliance study at selected sites in Lee County, Florida (2001-02) Funded by the Florida Fish and Wildlife Conservation Commission.
- Evaluation of law enforcement presence on boater compliance (2000-01). Funded by the Florida Fish and Wildlife Conservation Commission.
- Evaluation of boat traffic patterns in Charlotte County (1999-01). Funded by the Florida Marine Research Institute.
- Evaluation of boater compliance with newly posted speed regulations in the lower Caloosahatchee River (1999-00). Funded by the Florida Fish and Wildlife Conservation Commission.
- Evaluation of boat traffic in Estero Bay, Florida (1998-99). Funded by the Florida DEP Bureau of Protected Species Management
- Evaluation of boat traffic and boater compliance in Lee County, Florida (1997-98). Funded by the Florida DEP Bureau of Protected Species Management.
- Evaluation of boater compliance with boat speed regulations in Sarasota County, Florida (1995-96). Funded by the Florida DEP Office of Protected Species and the West Coast Inland Navigation District.

Literature Cited

- 2008 Gorzelany, J.F. Recreational boating activity in Miami-Dade County. Final report submitted to the Miami-Dade Department of Environmental Resources Management. Mote Marine Laboratory Technical Report No. 1357. 115pp + app.
- 2006 Gorzelany, J.F. An assessment of changes in recreational boat traffic resulting from the placement of new speed zones in Lemon Bay, Florida. Final report submitted to the National Fish and Wildlife Foundation. Mote Marine Laboratory Technical Report No. 1118. 56pp.
- 2005 Gorzelany, J.F. Recreational boat traffic surveys of Broward County, Florida. Final report submitted to the Florida Fish and Wildlife Conservation Commission. Mote Marine Laboratory Technical Report Number 1017. 87pp + app.
- 2004 Gorzelany, J.F. Evaluation of boater compliance with manatee speed zones along the Gulf Coast of Florida. *Coastal Management*, 32(3): 215-226.
- 2000 Gorzelany, J.F. Evaluation of vessel traffic and boater compliance in association with new boat speed regulations in the lower Caloosahatchee River. Final report submitted to the Florida Fish and Wildlife Conservation Commission. 49pp + app.
- 1998 Gorzelany, J.F. Evaluation of boat traffic and boater compliance in Lee County, Florida. Final report submitted to the Florida DEP Bureau of Protected Species Management. 109pp + app.
- 1996 Gorzelany, J.F. Evaluation of boater compliance with boat speed regulations in Sarasota County, FL. Final report submitted to the Florida DEP Office of Protected Species and the West Coast Inland Navigation District. 106pp + app.
- 2007 Palm Beach County Manatee Protection Plan. Adopted August 21, 2007. 209pp.
- 2009 PBS&J. Palm Beach County Vessel Traffic Study. Prepared for the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, Boating and Waterways Section. 173pp.
- 2001 U.S. Fish and Wildlife Service. Florida Manatee Recovery Plan (*Trichechus manatus latirostris*). Third Revision. U.S. Fish and Wildlife Service. Atlanta, Georgia. 144pp + app.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR 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:

Deliverables shall be defined as reports, datasheets, data files, etc. as described in Exhibit A.

PHASE 1

Task(s) to be Completed: As set forth in Exhibit A

Deliverable Due Date: no later than 15th of the following month

Monthly reports (16) -	\$4,940 each x 16 =	\$79,040
6 month report-		\$ 2,000
Final Report-		\$ 3,000
Total Compensation-		\$84,040

**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Sea to Shore Alliance, a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 25th day of August, 2011, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that James Powell, the Exec Director of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 25 day of Aug, 2011.

[Signature]
(Signature)

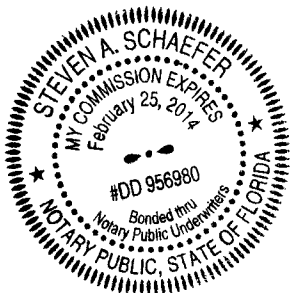
(CORPORATE SEAL)

ROBERT DALY, SECRETARY
(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 25 day of Aug, 2011, by the Secretary of the aforesaid Corporation, who is personally known to me ~~OR who produced~~ _____ as identification and who did X take an oath.

[Signature]
(Notary Signature)

STEVEN A. SCHAEFER
(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires:
2/25/2014



CC-1



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MP

DATE (MM/DD/YYYY)

08/19/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham Inc 300 First Avenue South, 5th Fl P.O. Box 33020 St. Petersburg, FL 33733 Alycia McGlone	727-522-7777 727-521-2902	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SEATO-2
INSURED Sea to Shore Alliance, Inc. 4411 Bee Ridge Rd #490 Sarasota, FL 34233	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Ins. Co. of NY	NAIC #
	INSURER B: Chubb Group of Insurance Co	01295
	INSURER C: Travelers Insurance Company	
	INSURER D: Chartis Casualty Co.	40258
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			OMH144001400	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			CAP159417100	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001083145	02/03/11	02/03/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Non-Profit D&O EPL			105556227	01/21/11	01/21/12	1,000,000
B	Professional Liab			82232016	01/01/11	01/01/12	See Notes 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents is additional insured as interest may appear.

CERTIFICATE HOLDER Palm Beach County Attn: ERM Director 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2743	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTEPAD

INSURED'S NAME Sea to Shore Alliance, Inc.

SEATO-2
OP ID: MPPAGE 2
DATE 08/19/11

LTD S&A pollution sublimit
Protection & Indemnity \$1,000,000 includes 4 crew max any one time
regardless of number of scheduled vessels

MGL is occurrence basis. The P&I coverage is for scheduled vessels on the
policy.

Workers Compensation includes:
Part one other states: AI, FL, GA, MS, SC, TX
All states USL&H endorsement.
Blanket Waiver of Subrogation

Professional Liability policy is Claims-Made. Retroactive date of coverage
is 01/01/09.