

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 7, 2014 Consent Regular
 Ordinance 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 Amendment No.1 to the Marine Debris Removal Services Contract (R2014-0523) with Lake Worth Lagoon Environmental Defense Fund, Inc., d/b/a Lagoon Keepers.org (LKO), to alter the original scope of work to include removal of derelict and abandoned vessels in Palm Beach County and to increase the three-year contract amount by \$60,000 (\$20,000 annually); and

B) authorize the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications and necessary minor amendments which do not substantially change the scope of work, terms or conditions of this contract.


Summary: Amendment No. 1 increases the contract amount from \$49,500 to \$109,500 to cover costs associated with the removal of derelict and abandoned vessels and to provide a level of matching funds for grant opportunities to increase money to remove such vessels. The Amendment is supported by the County's Pollution Recovery Trust Fund, a Non-Ad Valorem funding source. Countywide (SF)

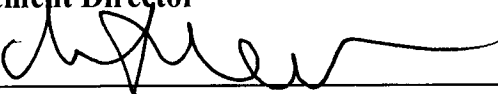
Background and Justification: Derelict and abandoned vessels pose environmental and public safety hazard to the estuarine waters of Palm Beach County. LKO has extensive experience in removal of these vessels, having removed more than 200 since being established in 2003, and would provide a valuable service to the County by continuing and increasing their removal activities.

In accordance with Florida Statutes regulating vessel removal, each vessel will be tagged for removal by the Florida Fish and Wildlife Conservation Commission or other law enforcement agency prior to removal. LKO will seek other potential funding as match to supplement the County's contribution.

Attachments:

1. Amendment No. 1
 2. Contract R2014-0523
-

Recommended by:  9-9-14
 Department Director Date

Approved by:  9-22-14
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$36,500</u>	<u>\$36,500</u>	<u>\$36,500</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 1227 Department 380 Unit 4008 Object 3401

B. Recommended Sources of Funds/Summary of Fiscal Impact

County Pollution Recovery Trust Fund

C. Department Fiscal Review:

AK

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

[Signature]

OFMB *SW* *AK*
9/10 *9/10/14*

[Signature] *9/18/14*

Contract Administrator
9-18-14 B W Hecker

B. Legal Sufficiency:

[Signature]

Assistant County Attorney

C. Other Department Review:

Department Director

AMENDMENT NO. 1 TO THE CONTRACT FOR MARINE DEBRIS REMOVAL SERVICES

THIS AMENDMENT to the Marine Debris Removal Services Contract (hereinafter "CONTRACT" is made this _____ day of _____, 2014, by and between Lake Worth Lagoon Environmental Defense Fund, Inc., d/b/a Lagoonkeepers.org, a Florida not for-profit corporation (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S E T H

WHEREAS, on April 15, 2014, the CONTRACTOR and COUNTY entered into a CONTRACT (R2014-0523), up to a maximum not-to-exceed amount of \$49,500 (hereinafter "CONTRACT PRICE"), to provide marine debris removal services within County wetland restoration projects; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT to include the removal of derelict and abandoned vessels to the services to be provided and to increase the CONTRACT PRICE to a not-to-exceed amount of \$109,500, to account for the additional services to be provided.

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

1. The above recitations are true and correct and incorporated herein.
2. Exhibit A (Scope of Work) of the CONTRACT is hereby replaced with the Scope of Work attached hereto as Exhibit A-1.
3. All other provisions of the CONTRACT shall remain in full force and effect.

ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:



Assistant County Attorney



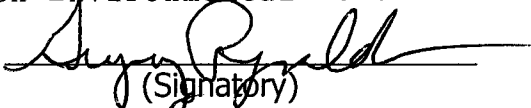
Robert Robbins, Director
Dept. of Environmental Res. Mgmt.

Lagoon Keepers.org
Company Name

Lake Worth Environmental Defense Fund, Inc.



(witness signature)

By: 

(Signatory)

MARIANT COPPOLA
(witness name printed)

Gregory Reynolds
(Print Signatory's Name)

Its: Executive Director
(Print Title)

EXHIBIT A-1
SCOPE OF WORK
Marine Debris Removal Services

CONTRACTOR will remove marine debris within portions of four County Natural Area Projects, namely South Cove, Snook Islands, Ibis Isles and Bryant Park Wetlands (see maps attached hereto and incorporated herein). Access will require a boat or vessel of an appropriate size to navigate the above-cited Natural Areas without creating damage to the sites and include areas along the rock wave breaks and islands/mangrove planters not accessible by land. Marine debris removal includes but is not limited to non-biodegradable items such as bags, styrofoam cups, balloons, all plastics, fishing lines and nets, traps, as well as glass, metal, rubber and wood products. CONTRACTOR will also be responsible to dispose of and/or recycle all materials at the Solid Waste Authority.

Marine debris removal events shall be performed each quarter of the calendar year and completed by: April 30; July 31; October 31 and January 31 for each year through the beginning of 2017. Within one week notification by the COUNTY, the CONTRACTOR will remove marine debris for a particular site as requested by the COUNTY. This event will satisfy the quarterly requirements for that site.

During each cleanup event, CONTRACTOR will note the approximate quantity of trash collected at the sites and include this information in the annual report. Annual reports will be due February 28th following the end of each calendar year for the 3 year term.

CONTRACTOR will remove vessels that have been lawfully determined by the Florida Fish and Wildlife Commission (FWC) or an authorized law enforcement entity to be derelict or abandoned within the meaning of the applicable Florida Statutes. Only vessels that have been lawfully tagged and processed as derelict or abandoned may be approved by the COUNTY for removal from the waters of Palm Beach County. CONTRACTOR will receive specific written instructions from the County as to which vessels may be removed under this Contract. Prior to the removal of any authorized derelict or abandoned vessel, CONTRACTOR will provide a written proposal, including costs, to the County for review and written approval or rejection. Once a vessel is approved by the County for removal, CONTRACTOR shall remove said vessel no later than by the end of the calendar year. For its part, the County will receive vessel-specific authorization from FWC or another law enforcement entity prior to directing CONTRACTOR to remove a vessel. CONTRACTOR will seek other potential funding as match to increase the number of derelict or abandoned vessels removed. If such outside funding is obtained by CONTRACTOR, the removal of any derelict or abandoned vessel with such funds will not be governed by this Contract.

SCHEDULE OF PAYMENTS

The Scope of Work shall be completed by CONTRACTOR as defined in Exhibit "A-1". Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

ANNUAL WORK EFFORT

Task(s) to be completed: Quarterly marine debris removal at South Cove, Snook Islands, Ibis Isles and Bryant Park Wetlands;

Marine debris removal events shall be performed each quarter of the calendar year and completed by: April 30; July 31; October 31 and January 31 for each year through the beginning of 2017.

Quarterly Reports would be due within 30 days of each completed quarter and include dates and quantities of marine debris removed for each site.

Annual Reports will include the four quarterly reports and due each February 28 beginning in 2015 through 2017.

Compensation: \$4,125 per quarterly event or \$16,500 annually for up to three years;

* Deliverable(s) Required: Quarterly and Annual Reports for each of three years.

All costs associated with the removal of a vessel will be itemized and submitted to the County for payment approval. Costs for vessel removal shall not exceed \$20,000 annually for up to three years, for a total amount of \$60,000.

Total= \$109,500.00

* Deliverables shall be defined as quarterly and annual reports indicating quantities and approximate locations of marine debris removed from the County project sites.

T:\eer\her\Current Projects\Lagoon keepers\Agreement_Amendment1\Exhibit_A.docx

R 2014 0523

CONTRACT
BETWEEN
PALM BEACH COUNTY
AND
LAKE WORTH LAGOON ENVIRONMENTAL DEFENSE FUND, INC.
FOR
MARINE DEBRIS REMOVAL SERVICES

This Contract is made as of the _____ day of APR 15 2014, 2014, 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 Lake Worth Lagoon Environmental Defense Fund, Inc., d/b/a Lagoon Keepers.org, P.O. Box 14932, North Palm Beach, FL 33408, a Florida not for-profit corporation hereafter referred to as the CONTRACTOR, whose Federal Tax ID Number (FEIN) is 14-1895034.

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 services in the area of shoreline maintenance by removing floating marine debris within County wetland restoration projects, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liasion 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/liasion during the performance of this Contract shall be the Executive Director of Lagoon Keepers.org, Gregory Reynolds, telephone no. 561-255-6974.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on upon receipt of the COUNTY's written Notice to Proceed and complete all services by February 28, 2017.

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 shall not exceed a total contract amount of Forty-Nine Thousand Five Hundred Dollars (\$49,500.00). The CONTRACTOR will bill the COUNTY on an annual basis, or as otherwise provided, at the amounts set forth in Exhibit "A" 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 Contractors. 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 hereunder 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 CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT'S contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code 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 are 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. **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.
- D. **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.

- E. **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 to the policy, 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 specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **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 c/o ERM Director, 2300 N Jog Road, 4th Floor, West Palm Beach, FL 33411," or his successor/current address.
- G. **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.
- H. **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.

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 CONTRACTOR.

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, and the Palm Beach County Code of Ethics. 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, Palm Beach County Code, Sections 2-421 - 2-440, as 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 and genetic information.

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 Contractors 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:

Gregory Reynolds
Lagoon Keepers.org
P.O. Box 14932
North Palm Beach, FL 33408

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

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT 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 CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

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.

ARTICLE 30 - SCRUTINIZED COMPANIES (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 CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, 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.

Attachments:

Exhibit A: Scope of Work & Schedule of Payments

(Remaining portion of this page has 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.

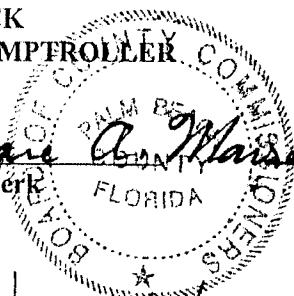
R 2014 0523

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY APR 15 2014
BOARD OF COUNTY COMMISSIONERS:

By: *Dominique B. Marshall*
Deputy Clerk

By: *Priscilla A. Taylor*
PRISCILLA A. TAYLOR, Mayor



WITNESS:
Carmen N. Velez
Signature

CONTRACTOR:
Lake Worth Lagoon Environmental Defense
Fund, Inc.

CARMEN N. VAZE-VERNAEHO
Name (type or print)

Company Name
Gregory Reynolds
Signature

C Velez
Signature

Gregory Reynolds
Typed Name

Carmen Velez
Name (type or print)

Executive Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
Robert Robbins, Director
Department of Environmental Resources Management

EXHIBIT A

SCOPE OF WORK

Marine Debris Removal Services

CONTRACTOR will remove marine debris within portions of four County Natural Area Projects, namely South Cove, Snook Islands, Ibis Isles and Bryant Park Wetlands (see maps attached hereto and incorporated herein). Access will require a boat or vessel of an appropriate size to navigate the above-cited Natural Areas without creating damage to the sites and include areas along the rock wave breaks and islands/mangrove planters not accessible by land. Marine debris removal includes but is not limited to non-biodegradable items such as bags, styrofoam cups, balloons, all plastics, fishing lines and nets, traps, as well as glass, metal, rubber and wood products. CONTRACTOR will also be responsible to dispose of and/or recycle all materials at the Solid Waste Authority.

Marine debris removal events shall be performed each quarter of the calendar year and completed by: April 30; July 31; October 31 and January 31 for each year through the beginning of 2017. Within one week notification by the COUNTY, the CONTRACTOR will remove marine debris for a particular site as requested by the COUNTY. This event will satisfy the quarterly requirements for that site.

During each cleanup event, CONTRACTOR will note the approximate quantity of trash collected at the sites and include this information in the annual report. Annual reports will be due February 28th following the end of each calendar year for the 3 year term.

SCHEDULE OF PAYMENTS

The Scope of Work shall be completed by CONTRACTOR as defined in Exhibit "A". Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

ANNUAL WORK EFFORT

Task(s) to be completed: Quarterly marine debris removal at South Cove, Snook Islands, Ibis Isles and Bryant Park Wetlands;

Marine debris removal events shall be performed each quarter of the calendar year and completed by: April 30; July 31; October 31 and January 31 for each year through the beginning of 2017.

Quarterly Reports would be due within 30 days of each completed quarter and include dates and quantities of marine debris removed for each site.

Annual Reports will include the four quarterly reports and due each February 28 beginning in 2015 through 2017.

Compensation: \$4,125 per quarterly event or \$16,500 annually for up to three years;

* Deliverable(s) Required: Quarterly and Annual Reports for each of three years.

Total= \$49,500.00

* Deliverables shall be defined as quarterly and annual reports indicating quantities and approximate locations of marine debris removed from the County project sites.




South Cove Natural Area

Ibis Isle Restoration

Snook Islands Restoration

Bryant Park Wetlands Restoration

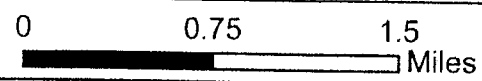
Legend

-  Mangrove/ Spartina Habitat
-  Oyster and Rock Revetment
-  Project Boundary

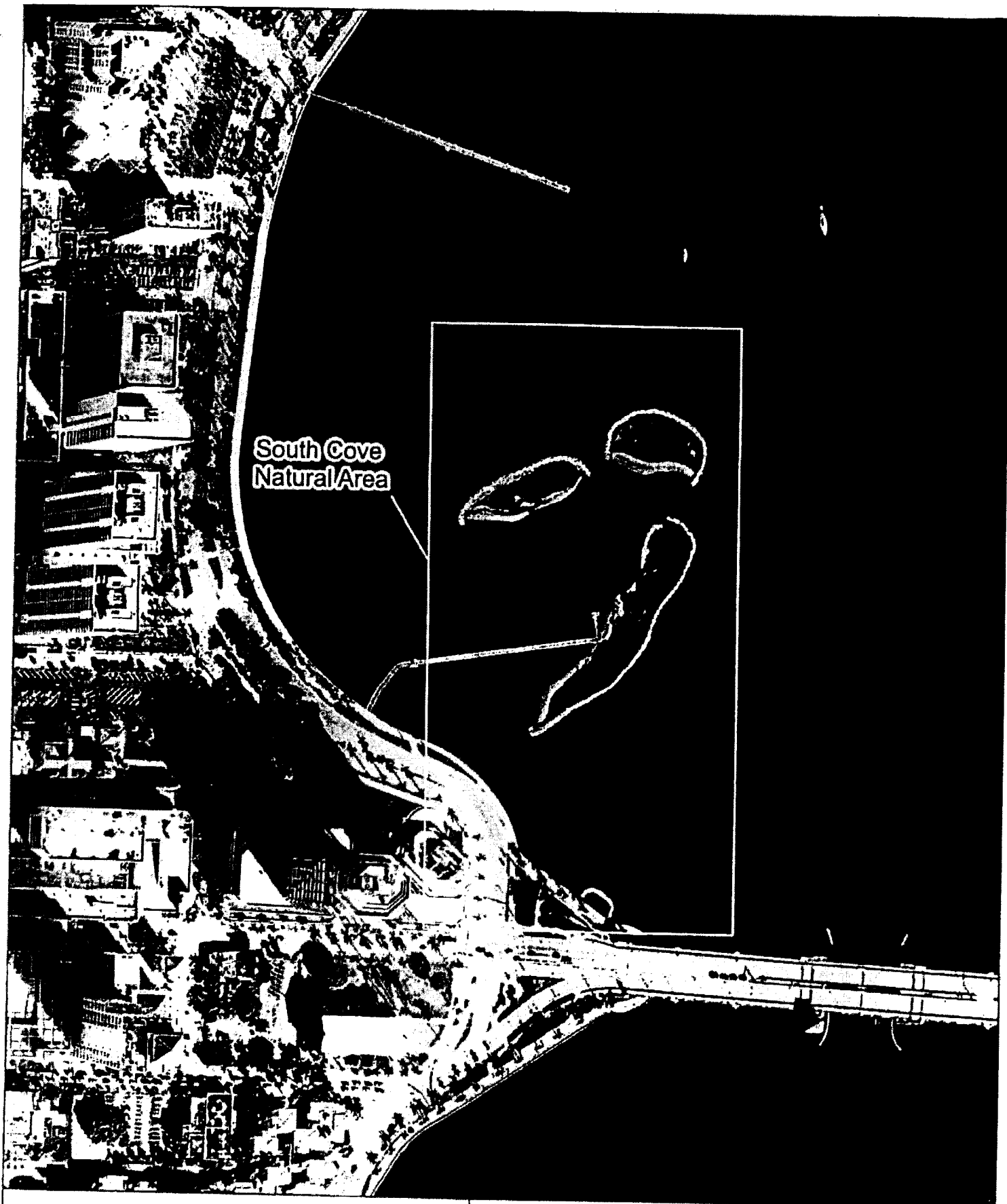


Palm Beach County Department of
 Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411-2741
 (561) 233-2400

Lake Worth Lagoon Keepers



Prepared by
 PBC ERM
 Date
 1/30/2014

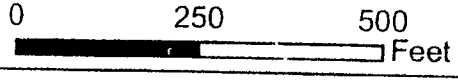


South Cove
Natural Area



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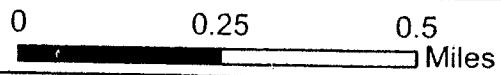


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