

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	August 22, 2023	(X) Consent	() Regular
		() Workshop	() Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve** a Contract with the Lake Worth Lagoon Environmental Defense Fund, Inc. D/B/A LagoonKeepers.org to provide Marine Debris, Derelict Vessel and Floating Structure Removal Services (Contract) for an amount not to exceed \$525,000, beginning August 22, 2023 and ending August 23, 2026;
- B) adopt** a Resolution authorizing the Clerk of the Court to disburse \$98,800 from the Vessel Registration Fee Trust Fund to cover a portion of the costs associated with the Contract;
- C) approve** a Budget Transfer of \$98,800 from Environmental Enhancement Saltwater Fund (1224) Reserves to fund a portion of the Contract;
- D) adopt** a Resolution authorizing the Clerk of the Court to disburse \$68,000 from the Pollution Recovery Trust Fund to cover a portion of the costs associated with the Contract;
- E) approve** a Budget Transfer of \$68,000 from Pollution Recovery Trust Fund (1227) Reserves to fund a portion of the Contract; and
- F) authorize** the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Contract, and any necessary minor amendments that do not substantially change the scope of work or terms and conditions of the Contract.

Summary: The Board of County Commissioners has previously approved three three-year contracts with LagoonKeepers.org to provide marine debris and derelict vessel removal services (R-2014-1491, R-2017-0565, R2020-0267). LagoonKeepers.org, a Florida not-for-profit corporation, will provide derelict vessel and floating structure removal within County waters, and marine debris removal in ten restoration and living shoreline projects located within Lake Worth Lagoon, namely: Osprey Park, Currie Park, South Cove, Tarpon Cove/Monceaux Park, Palm Beach Resilient Island, Ibis Isles, Grassy Flats, Snook Islands Natural Area, Bryant Park Wetland, and Jewell Cove. The total cost to the County is \$166,800 for marine debris and derelict vessel removal, which shall come from funds obtained through the Vessel Registration Fee Trust Fund and Pollution Recovery Trust Fund. The remaining \$358,200 would be funded through grants or if additional County funds are allocated for derelict vessels and floating structure removal. Countywide (SS)

Background and Justification: The approval of this new three-year contract with LagoonKeepers.org will continue to provide marine debris and derelict vessel removal services and add floating structure removal services. LagoonKeepers.org was established in 2003, and has removed many tons of marine debris and approximately 300 derelict vessels within Palm Beach County.

- Attachments:**
- 1. Contract
 - 2. Vessel Registration Fee Trust Fund Resolution
 - 3. Budget Transfer (1224)
 - 4. Pollution Recovery Trust Fund Resolution
 - 5. Budget Transfer (1227)

Recommended by:		<u>7/25/23</u>	SAS 7/10/23
	Department Director	Date	
Approved by:		<u>8/10/23</u>	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>27,800</u>	<u>55,600</u>	<u>55,600</u>	<u>27,800</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>27,800</u>	<u>55,600</u>	<u>55,600</u>	<u>27,800</u>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is item included in Current Budget? Yes _____ No X

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

Budget Account No.:

Fund 1224 Department 380 Unit 4010 Object _____ Program _____
 Fund 1227 Department 380 Unit 4010

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Authorized Tasks: marine debris and vessel removal
 Vessel Registration Fee Trust Fund – Saltwater (1224) \$98,800
 Pollution Recovery Trust Fund (1227) \$68,000
Potential Additional Tasks: derelict vessels and floating structure removal
 Contingent on additional grant/county funding (\$358,200)
TOTAL NOT TO EXCEED \$525,000

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] 8/18/23
 OFMB MD 817

[Signature] 8/16/23
 Contract Development and Control

B. Legal Sufficiency:
[Signature] 8/16/23
 Assistant County Attorney

C. Other Department Review:

[Signature] MD
 Department Director

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

This Contract is made as of the _____ day of _____, 2023, 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 LagoonKeepers.org, P.O. Box 14932, North Palm Beach, FL 33408, a Florida not for-profit corporation authorized to do business in the State of Florida, 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, removing vessels that have been lawfully determined by the Florida Fish and Wildlife Conservation Commission (FWC) or an authorized law enforcement entity to be derelict or abandoned within the meaning of the applicable Florida Statutes, and removing floating structures that have been lawfully determined to be in violation of local ordinances, as more specifically set forth in the Scope of Work detailed in Exhibit "A". The CONTRACTOR shall abide by the Best Management Practices for DV, At Risk/Public Nuisance and VTIP Removal Projects as set forth in Attachment 1 and submit a memo for each derelict vessel and floating structure removed that includes the disposition of each vessel or structure, and photographs that document the condition of each vessel or structure prior to removal, the removal process for each vessel or structure, and the final disposition of each vessel or structure. The CONTRACTOR shall also be responsible for the disposal of and/or to recycle all materials at the Solid Waste Authority.

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 the Executive Director of Lagoon Keepers.org, Gregory Reynolds, telephone no. 561-255-6974.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services upon receipt of the COUNTY'S written Notice to Proceed and complete all services by August 23, 2026.

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 Five Hundred and Twenty Five Thousand Dollars (\$525,000.00). The CONTRACTOR shall notify the COUNTY’S representative in writing when 90% of the “not to exceed amount” has been reached. The CONTRACTOR will bill the COUNTY on a monthly 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.
- E. In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department’s Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use sub-contractors, CONTRACTOR must also ensure that all sub-contractors are registered as contractors in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-contractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its sub-contractors are registered in VSS.

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 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 cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days 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, in writing, 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 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.

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

The CONTRACTOR shall maintain at its sole expense in force and effect at all times during the term of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. 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. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to 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. A copy of the endorsement shall be provided to COUNTY upon request.

- B. Workers' Compensation Insurance & Employers Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter

440 of the Florida Statutes, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and was adjoining.

- C. 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. 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.
- D. Waiver of Subrogation: Except where prohibited by law, CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 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 that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- E. Business Auto Liability: The CONTRACTOR shall maintain Business Auto Liability insurance at a limit of liability not less than \$500,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Commercial General Liability Policy.
- F. Pollution/Liability/Environmental Impairment Liability: successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of Tenant's most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.
- G. 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.

- H. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in

full force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

- I. Right to Review or Reject: 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, coverage, or endorsements.

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.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or 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 four (4) 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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

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:

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

With copy to:

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

If sent to the 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

The CONTRACTOR, CONTRACTOR'S employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The 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

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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

ARTICLE 31 – PUBLIC RECORDS REQUIREMENT:

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records of the public agency.
- D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by the COUNTY'S representative/ liaison, on behalf of the COUNTY'S Custodian of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to the COUNTY.

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

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

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts,

all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 – E-VERIFY – EMPLOYMENT ELIGIBILITY

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

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

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR’S subcontractor has knowingly violated 48.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If COUNTY terminates this CONTRACT pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

(Remaining portion of this page has been 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:
Joseph Abruzzo
Clerk of the Circuit Court and Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Scott A. Stone
Assistant County Attorney

By: [Signature]
Deborah Drum, Director
Environmental Resources Management

8/16/23
Date

7/14/23
Date

Witness:

Lake Worth Lagoon
Environmental Defense Fund, Inc.

[Signature]
Signature

[Signature]
Signature

Jena McNeal
Name (Type or Print)

BY: Greg Reynolds
Name (Type or Print)

Witness:

ITS: President
Title

[Signature]
Signature

(Corporate Seal)

Marilyn Blumberg
Name (Type or Print)

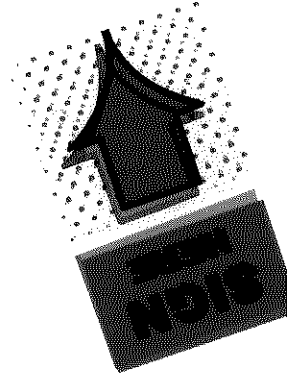


EXHIBIT A

SCOPE OF WORK

Marine Debris, Derelict Vessel and Floating Structure Removal Services

CONTRACTOR will remove marine debris within portions of ten COUNTY restoration projects, namely Osprey Park, Currie Park, South Cove, Ibis Isles, Tarpon Cove/Monceaux Park, Palm Beach Resilient Island, Grassy Flats, Snook Islands, Bryant Park, and Jewell Cove (see maps attached hereto and incorporated herein). Access will require a boat or vessel of an appropriate size to navigate the above-cited 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: September 30; December 31; March 31, and June 30 for each year through the third quarter of 2026. From April 1 to September 30, CONTRACTOR shall halt marine debris removal activities from portions of the restoration project areas that are being utilized by nesting shorebirds and have "Do Not Enter" signs posted by the Florida Fish and Wildlife Conservation Commission (FWC). Each marine debris removal event shall be reviewed and approved by the COUNTY. During each cleanup event, CONTRACTOR will note the approximate quantity or weight in pounds of trash collected at the sites and include this information in the invoice. This event will satisfy the quarterly requirements for that site.

CONTRACTOR will remove vessels that have been lawfully determined by the FWC, or other law enforcement entity, to be derelict or abandoned within the definitions of Florida Statutes, and remove floating structures that have been lawfully determined to be in violation of local ordinances. Vessels that have been lawfully tagged as derelict, abandoned or at-risk may be removed from the waters of Palm Beach County. Floating structures that have been lawfully determined to be in violation of local ordinances may be removed from the waters of Palm Beach County. CONTRACTOR will receive specific instructions from the COUNTY as to which vessels or floating structures may be removed under this contract. For its part, the COUNTY will receive vessel or floating structure-specific authorization from FWC, Palm Beach County Code Enforcement Division, or other law enforcement entity prior to directing CONTRACTOR to remove a vessel or floating structure. Additionally, CONTRACTOR will seek other potential funding as match to increase the number of derelict or abandoned vessels, or floating structures removed.

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

Marine Debris Removal Tasks to be completed:

- Quarterly marine debris removal at 1) Osprey Park, 2) Currie Park, 3) South Cove, 4) Tarpon Cove/Monceaux Park, 5) Palm Beach Resilient Island, 6) Ibis Isles, 7) Grassy Flats, 8) Snook Islands Natural Area, 9), Bryant Park, 10) Jewell Cove.

- Marine debris removal events shall be performed each quarter of the calendar year and completed by: September 30; December 31; March 31 and June 30 for each year through the second quarter of 2026.
- Quarterly Reports are due within 30 days of each completed quarter and include dates, photographs documenting the removal events and quantities in pounds of marine debris removed from each site.
- Compensation: \$8,900 per quarterly marine debris removal event or \$35,600 annually for up to three years.

Derelict Vessel and Floating Structure Tasks to be completed:

- As directed by the COUNTY, authorized derelict vessels and floating structures shall be removed and disposed of and/or recycle all materials at the Solid Waste Authority.
- Removal methods shall abide by Attachment 1, Best Management Practices for DV, At Risk/Public Nuisance and VTIP Removal Projects.
- CONTRACTOR shall submit a memo for each derelict vessel and floating structure removed that includes the disposition of each vessel or structure, and photographs that document the condition of each vessel or structure prior to removal, the removal process for each vessel or structure, and the final disposition of each vessel or structure.
- All costs associated with the removal of derelict vessels and floating structures will be itemized and submitted to the COUNTY for payment approval.
- Compensation: the COUNTY will pay up to \$20,000 annually for the removal of derelict vessels for up to three years. If the COUNTY obtains removal grants or otherwise receives funding for derelict vessel or floating structure removal, COUNTY will pay up to an additional \$119,400 annually for the removal of derelict vessels and floating structures for up to three years.

*Costs for removal of marine debris, derelict vessels, and floating structures combined cannot exceed \$175,000 annually and in no event exceed a total of \$525,000 during the Contract period.

Total= \$525,000



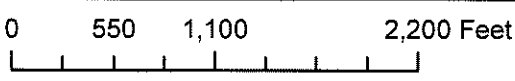
Osprey Park

Currie Park



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

Marine Debris Removal Locations



Prepared by:
 Text
 Date: 4/25/2023



Palm Beach Resilient Island



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

Marine Debris Removal Locations



0 500 1,000 2,000 Feet

Prepared by:
 Text
 Date: 7/3/2023



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

Marine Debris Removal Locations



0 550 1,100 2,200 Feet

Prepared by:
 Text
 Date: 7/3/2023



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

Marine Debris Removal Locations



0 250 500 1,000 Feet

Prepared by:
Text
Date: 7/3/2023

**BEST MANAGEMENT PRACTICES FOR DV, AT RISK/PUBLIC NUISANCE AND VTIP
REMOVAL PROJECTS**

Derelict, At Risk/Public Nuisance and VTIP Vessel Removal Process

Derelict, At Risk/Public Nuisance and VTIP vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and aesthetic nuisances. Typically, these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long-term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time, the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore, the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330.051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at its current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330.051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:

The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission; All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

General Derelict Vessel Removal and Environmental Protection Best Management Practices. These also apply to At Risk/Public Nuisance and VTIP vessels.

The following best management practices (BMPs) will be employed by the marine contractor during the removal of derelict or other vessels. These BMPs will be incorporated into the contract for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff, and expertise in the removal of derelict vessels.

Compliance with these BMPs will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMPs are as follows:

a. All Work Is to Meet the Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict or other authorized vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, black/gray water, and engines from each derelict or other authorized vessel prior to or immediately after vessel extraction from water, whichever option is best to prevent environmental impacts. Any contaminant or pollutant found to be contained within a derelict or other authorized vessel as well as the used absorbent matts/socks shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of absorbent matt/socks on the surface of the water within the turbidity barrier around the derelict or other authorized vessel is required where free floating product (gas/oil) is observed and under vessels which have been placed on land.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.
7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict or other authorized vessel and around the perimeter of any upland staging site where necessary.
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict or other authorized vessel from the water if available.

10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and offshore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flatbed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in SOW Section 6 with pictures taken before, during and after removal. The Contractor will provide a monthly progress report of all removal activities.

b. For Vessels That Are Floating or Lightly Aground:

1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Vessels That Are Hard Aground:

1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Vessels Sunken in Shallow Water:

1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CLERK TO DISBURSE FUNDS FROM THE COUNTY VESSEL REGISTRATION FEE TRUST FUND FOR MARINE DEBRIS AND DERELICT VESSEL REMOVAL WITHIN THE INLAND WATERWAYS OF PALM BEACH COUNTY.

WHEREAS, Palm Beach County enacted the Vessel Registration Fee Ordinance, No. 88-40, which began collecting fees June 1, 1989; and

WHEREAS, the Vessel Registration Fee Ordinance provides that monies collected from vessel registration fees must be utilized to protect coastal marine and estuarine habitats, maintain and enhance fisheries and other salt and freshwater habitats, and construct artificial reefs; and

WHEREAS, the Palm Beach County Department of Environmental Resources Management (ERM) manages marine debris and derelict vessel removal activities; and

WHEREAS, ERM has constructed many environmental enhancement and restoration projects throughout the estuarine waterways of Palm Beach County with a focus on Lake Worth Lagoon; and

WHEREAS, it is important to protect these projects as well as the existing natural resources from the accumulation of marine debris, derelict vessels and vessel groundings; and

WHEREAS, the Director of Environmental Resources Management recommends the Board of County Commissioners authorize the Clerk of the Court to disburse Vessel Registration Fee Trust Fund monies in the amount of \$98,800 to partially cover costs of a three-year Contract with Lagoon Keepers.org for ongoing marine debris and derelict vessel removal activities.

(Remaining portion of this page has been intentionally left blank.)

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

Section 1: The foregoing recitals are hereby adopted and ratified.

Section 2: The Board of County Commissioners hereby authorizes the Clerk to disburse funds of \$98,800 for marine debris and derelict vessel removal activities within the inland waterways of Palm Beach County.

Section 3: Effective Date. This Resolution shall become effective upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:


- Commissioner Gregg K. Weiss, Mayor _____
- Commissioner Maria Sachs, Vice Mayor _____
- Commissioner Maria G. Marino _____
- Commissioner Michael A. Barnett _____
- Commissioner Marci Woodward _____
- Commissioner Sara Baxter _____
- Commissioner Mack Bernard _____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2023.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO
Clerk of the Circuit Court & Comptroller

By:  _____
Scott A. Stone
Assistant County Attorney

By: _____
Deputy Clerk

23-0822

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 380 070523-1499

FUND 1224 Envir Enhance-Saltwater

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 07/05/23	REMAINING BALANCE
<u>REVENUES/EXPENDITURES</u>								
380-4010-3401	Other Contractual Services *	0	0	98,800	0	98,800	0	98,800
380-3891-9902	Operating Reserves	645,416	626,311	0	98,800	527,511		527,511
Total Receipts and Balances		1,166,904	1,202,795	98,800	98,800	1,202,795		

Signatures & Dates

By Board of County Commissioners

Office of Financial Management & Budget

At Meeting of

INITIATING DEPARTMENT/DIVISION

August 22, 2023

Administration/Budget Department Approval

[Handwritten Signature] 8/8/23
[Handwritten Signature] 8/8/23

Deputy Clerk to the

OFMB Department - Posted

Board of County Commissioners

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT TO UTILIZE A PORTION OF THE POLLUTION RECOVERY TRUST FUND FOR MARINE DEBRIS AND DERELICT VESSEL REMOVAL WITHIN THE INLAND WATERWAYS OF PALM BEACH COUNTY.

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida adopted Resolution No. R-89-576 on April 4, 1989, establishing the Palm Beach County Pollution Recovery Trust Fund (PRTF) to receive monies collected in instances of environmental violations; and

WHEREAS, it has been established that monies from the PRTF shall be disbursed only for enhancement of environmental resources and pollution control activities in Palm Beach County; and

WHEREAS, the Palm Beach County Department of Environmental Resources Management (ERM) manages marine debris and derelict vessel removal activities; and

WHEREAS, ERM has constructed many environmental enhancement and restoration projects throughout the estuarine waterways of Palm Beach County with a focus on Lake Worth Lagoon; and

WHEREAS, it is important to protect these projects as well as the existing natural resources from the accumulation of marine debris and vessel groundings; and

WHEREAS, the Director of Environmental Resources Management recommends the Board of County Commissioners authorize the Clerk of the Court to disburse Pollution Recovery Trust Fund monies in the amount of \$68,000 to partially cover costs of a three-year Contract with Lagoon Keepers.org for ongoing marine debris and derelict vessels removal activities.

(Remaining portion of this page has been intentionally left blank.)

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

Section 1: The foregoing recitals are hereby adopted and ratified.

Section 2: The Board of County Commissioners hereby authorizes the Clerk to disburse funds of \$68,000 for marine debris and derelict vessel removal activities within the inland waterways of Palm Beach County.

Section 3: Effective Date. This Resolution shall become effective upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:


Commissioner Gregg K. Weiss, Mayor	_____
Commissioner Maria Sachs, Vice Mayor	_____
Commissioner Maria G. Marino	_____
Commissioner Michael A. Barnett	_____
Commissioner Marci Woodward	_____
Commissioner Sara Baxter	_____
Commissioner Mack Bernard	_____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2023.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO
Clerk of the Circuit Court & Comptroller

By: 

Scott A. Stone
Assistant County Attorney

By: _____
Deputy Clerk

23-0823

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 380 070523-1498

FUND 1227 Pollution Recovery Trust Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 07/05/23	REMAINING BALANCE
<u>REVENUES/EXPENDITURES</u>								
380-4010-3401	Other Contractual Services *	51,371	22,259	68,000	0	90,259	22,259	68,000
760-3199-9902	Operating Reserves	110,485	172,771	0	68,000	104,771		104,771
Total Receipts and Balances		794,256	631,519	68,000	68,000	631,519		

Signatures & Dates

By Board of County Commissioners
At Meeting of
August 22, 2023

Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Michael Stahl for 8/22/23
Lisa Maltz 8/22/23

Deputy Clerk to the

Board of County Commissioners