

Meeting Date
October 4, 2016



AGENDA	
Section	Consent
Item No.	<i>II.A.4</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Memorandum of Understanding (MOU) Between East Coast Zoological Society of Florida (Brevard Zoo), Eastminster Presbyterian Church, Florida Institute of Technology (FIT), Town of Indialantic and Brevard County to Establish a Collaborative Relationship to Create a "Living Shoreline" Demonstration Site in Brevard
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DEPT/OFFICE:	Natural Resources Management Department (NRM)
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Requested Action:

It is requested that the Board of County Commissioners: 1) authorize the Chairman to execute an MOU substantially in the form of Attachment A, subject to County Attorney and Risk Management final approval; 2) authorize the County Manager or designee to execute future amendments, as required to support the Zoo's implementation of work approved under the Florida Department of Economic Opportunity (DEO) agreement #HL037.

Summary Explanation & Background:

Brevard Zoo has received funding from the Florida Department of Economic Opportunity (DEO) to construct a "living shoreline" demonstration site using a combination of oyster reefs, salt marsh plants, and mangroves in the Indian River Lagoon (IRL) within Brevard County.

Brevard County has an established partnership with Brevard Zoo to aid in the permitting and construction of oyster reefs and "living shorelines" within the IRL. Brevard Zoo has experience constructing oyster reefs and "living shorelines" in the IRL and experience in community education and outreach. Indialantic is desirous of having "living shorelines" constructed on waterfront park properties at Douglas Park and Ernest Kouwen-Hoven Riverside Park located in Brevard County at 505 5th Ave. and 200 N. Riverside Pl., Indialantic, respectively, and also desires signage and promotional materials to educate the public that visit the properties about "living shorelines". Eastminster Presbyterian Church is desirous of having "living shorelines" constructed on their waterfront property adjacent to Ernest Kouwen-Hoven Riverside Park at 200 N. Riverside Pl., Indialantic, and also desires signage and promotional materials to educate the public that visit the property about "living shorelines". FIT has knowledge, experience and expertise in research, lagoon circulation, oyster recruitment, and engineering technologies of interest to the Project.

The objective of this contract agreement is to establish a collaborative relationship to create a "living shoreline" demonstration site at the aforementioned properties owned by Indialantic and Eastminster Presbyterian Church. The goals of the "living shoreline" demonstration site will be to present citizens of Brevard a visual representation of shoreline enhancement and stabilization options for their waterfront properties that reduce erosion; maintain, enhance and restore estuary habitat; and protect water quality in the IRL.

Fiscal Impact: None. Staff will prepare permit applications on behalf of the property owners and participate in collaborative planning meetings and project fieldwork.

Staff: Jane Hart or Virginia Barker, NRM
Phone: 321-633-2016

Clerk to the Board instruction:

Exhibits Attached: **Attachment A – MOU**
Attachment B – AO-29 Form

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager Stockton Whitten	Assistant County Manager	Department Director/Extension <i>Virginia Barker</i> Virginia Barker/X52435
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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor/Parties: East Coast Zoological Society of Florida, Eastminster Presbyterian Church, Florida Institute of Technology, and Town of Indialantic	
2. Fund/Account #:	3. Division Name:
4. Contract Description: MOU to establish a collaborative relationship to create a "living shoreline" demonstration site at Douglas Park, Ernest Kouwen-Hoven Riverside Park and adjacent parcel located in Indialantic, Brevard County, Florida.	
5. Contract Monitor: Jane Hart	6. Mail Stop #: 81
7. Dept./Office Director: Natural Resources/Virginia Barker	8. Contract Type:
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>VHB</i>	<u>9/9/16</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mor</i>	<u>9/16/2016</u>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

RCVD-BCHR-SEP 16 '16

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

II.A.4
Repl.
3rd Chg.

BOARD-SEP-29-16

SECTION I

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	[Signature]	9/29/16
Risk Management	✓	_____	[Signature]	9/29/16
County Attorney	✓	_____	[Signature]	9/28/16

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 5, 2016

MEMORANDUM

TO: Virginia Barker, Director Natural Resources Management Department

RE: Item II.A.4., Authorization of a Memorandum of Understanding (MOU) between East Coast Zoological Society of Florida (Brevard Zoo), Eastminister Presbyterian Church, Florida Institute of Technology (FIT), Town of Indialantic, and Brevard County, for Establishment of a Collaborative Relationship to Create a "Living Shoreline" Demonstration Site in Brevard County

The Board of County Commissioners, in regular session on October 4, 2016, authorized the Chairman to execute a MOU between East Coast Zoological Society of Florida (Brevard Zoo), Eastminister Presbyterian Church, FIT, Town of Indialantic, and Brevard County, for the establishment of a collaborative relationship to create a "Living Shoreline" demonstration site in Brevard County; and authorized the County Manager, or his designee, to execute future amendments, as required to support the Zoo's implementation of work approved under the Florida Department of Economic Opportunity (DEO) agreement #HL037. Enclosed is original Memorandum of Understanding.

Upon execution by all parties, please return a fully-executed MOU to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: County Manager

IIA4

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Infantini Trudie		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Commission	
MAILING ADDRESS 1311 E New Haven Ave		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Melbourne	COUNTY Brevard	<input type="checkbox"/> CITY	<input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED October 4, 2016		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

MEMORANDUM OF UNDERSTANDING

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.

EASTMINSTER PRESBYTERIAN CHURCH, INC.

FLORIDA INSTITUTE OF TECHNOLOGY, INC.

AND

TOWN OF INDIALANTIC, FL

This Memorandum of Understanding (MOU) is entered into this 4 day of Oct., 2016. The MOU sets forth the terms and understanding by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereafter referred to as "COUNTY"), the EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC., d/b/a Brevard Zoo, whose address is 8225 North Wickham Road, Melbourne, Florida 32940 (hereafter referred to as "ECZS"), the EASTMINSTER PRESBYTERIAN CHURCH, INC., whose address is 106 North Riverside Drive, Indialantic, FL 32903 (hereafter referred to as "CHURCH"), the FLORIDA INSTITUTE OF TECHNOLOGY, INC., whose address is 150 West University Boulevard, Melbourne, FL 32901 (hereafter referred to as "FIT"), and the TOWN OF INDIALANTIC, FL, whose address is 216 5th Avenue, Indialantic, FL 32903 (hereafter referred to as "TOWN") for the purpose of confirming a framework for the cooperative relationship detailed below.

Background

ECZS has received funding from the Florida Department of Economic Opportunity (DEO) to construct a "living shoreline" demonstration site using a combination of oyster reefs, salt marsh plants, and mangroves in the Indian River Lagoon (IRL) within Brevard County, as specifically appropriated by DEO Agreement No. HL037;

"Living shorelines" is a term that refers to the use of vegetation, oyster reefs, and other organic features to control erosion and dampen wave energy instead of hardened inorganic structures such as seawalls, bulkheads, and rock revetments. "Living shorelines" have the added benefit of capturing sediment, filtering the water, and providing habitat for many species. In addition to these benefits, "living shorelines" have proven to be more resistant to high energy storms, once established, when compared to their hardened shoreline counterparts;

This demonstration site will be subdivided into distinct modules: a module, in this case, refers to any size and combination of oyster reefs, rock revetment, seawall, other hardened structure, or vegetation to demonstrate a specific "living shoreline" design concept for the public;

COUNTY has an established partnership with ECZS to aid in the permitting and construction of oyster reefs and “living shorelines” within the IRL;

ECZS has experience constructing oyster reefs and “living shorelines” in the IRL and experience in community education and outreach;

CHURCH is desirous of having “living shorelines” constructed on their waterfront property located in Brevard County that is immediately south of and adjacent to, Ernest Kouwen-Hoven Riverside Park at 200 N. Riverside Pl., Indialantic, FL 32903, and is also desirous of the option to have signage and promotional materials to educate the public that visit the property about “living shorelines” and the development that is happening on the property;

FIT has knowledge, experience and expertise in research, lagoon circulation, oyster recruitment, and engineering technologies of interest to the Project;

TOWN is desirous of having “living shorelines” constructed on waterfront park properties at Douglas Park and Ernest Kouwen-Hoven Riverside Park located in Brevard County at 505 5th Ave., Indialantic, FL 32903 and 200 N. Riverside Pl., Indialantic, FL 32903, respectively, and is also desirous of having signage and promotional materials to educate the public that visit the properties about “living shorelines” and the development that is happening on the properties.

Purpose

This MOU will establish a collaborative relationship to create a “living shoreline” demonstration site at the aforementioned properties owned by the TOWN and the CHURCH within Brevard County. These goals will be accomplished by undertaking the following activities:

COUNTY agrees to:

- Prepare permit applications and obtain all required permits as an agent for CHURCH;
- Prepare permit applications and obtain all required permits as an agent for TOWN;
- Submit applications for permits to regulatory agencies within 15 days of receiving permitable design created by FIT;
- Coordinate with FIT to receive as-built drawings of the completed reefs, as required for permit compliance;
- Assist with coordination and construction of oyster reefs to ensure permit compliance;
- Provide quarterly progress reports and invoices to ECZS prior to or on the following dates: December 15th 2016, March 15th 2017, and June 15th 2017. Reports will consist of email correspondence.

ECZS agrees to:

Living Shoreline Construction:

- Provide TOWN with project construction timeline and advance notice of site access requirements;
- Provide CHURCH with project construction timeline and advance notice of site access requirements;

- Coordinate and oversee the construction of “living shoreline” modules at aforementioned properties. Construction includes: site preparation, materials, hauling, installation and monitoring;
- Identify and mark invasive shoreline plant species located within the permitted area of the “living shoreline” demonstration site for removal by volunteers or TOWN staff;
- Use of a design that plants no additional “living shoreline” vegetation in Douglas Park unless otherwise agreed upon with TOWN at a later date;
- Take no responsibility for natural recruitment of vegetation to “living shoreline” sites;

Educational component:

- Provide information and/or educational support to TOWN about the benefits of oyster reefs and “living shorelines”;
- Provide information and/or educational support to CHURCH about the benefits of oyster reefs and “living shorelines”;
- Develop appropriate educational signage on the benefits of oysters, oyster reef and shoreline restoration, and “living shorelines” for demonstration sites located on TOWN properties;
- Produce and install no more than two educational signs per module on aforementioned TOWN properties;
 - Signs will not exceed 4ft. x 3ft. in size nor rise more than 3ft. 6in. off the ground;
- Develop appropriate educational signage on the benefits of oysters, oyster reef and shoreline restoration, and “living shorelines” for demonstration sites located on CHURCH properties;
- Produce and install no more than two educational signs per module on aforementioned CHURCH properties;
 - Signs will not exceed 4ft. x 3ft. in size nor rise more than 3ft. 6in. off the ground;
- Provide hands-on project opportunities for staff & volunteers from CHURCH;
- Provide hands-on project opportunities for staff & volunteers from FIT;

Permitting:

- Collaborate with COUNTY to keep permits progressing;
- Fund costs associated directly with the permits needed for the Project, to include staff time, fees and survey costs;
- Provide progress reports to TOWN;
- Provide progress reports to CHURCH.

CHURCH agrees to:

- Hold all required permits for project obtained by COUNTY as agent for CHURCH;
- Provide site access with reasonable advanced notice from COUNTY, ECZS, or FIT;
- Allow permanent signage to be constructed and located on property, with design and content created by ECZS with final design approval from CHURCH prior to completion;
- Allow project related vehicles from COUNTY, ECZS, and FIT to park on CHURCH property with advanced notice and will accommodate access to the property during CHURCH events within reason.

FIT agrees to:

Design:

- Establish the wave and water level design conditions for the Indian River Lagoon, and scale these design conditions for the FIT wave tank;
- Build out the 3 cases of shoreline styles that are to be modified in the FIT wave tank, and for each case perform the physical testing;
- Present the results with a written formal report that includes the design and siting recommendations for each of the cases for review and comment to COUNTY, ECZS, CHURCH, and TOWN prior to final design;
- Meet or exceed minimum level of service: to evaluate and select demonstration site designs as evidenced by copies of the results of any lab tests or analyses;

Construction and Monitoring:

- Assist in permitting by responding to Requests for Additional Information (RAI's) referencing the project design;
- Work with partners to construct the project as designed, and aid in post construction monitoring;
- Prepare as-built drawings of the completed reefs, as required for permit compliance;

Project Budget:

- Track & maintain expense receipts and make records accessible to ECZS upon request;
- If any section of the agreed upon budget (detailed in the 5 page "Living Shoreline Design and Implementation" document) between FIT and ECZS deviates 10% or more from the initial estimates, then FIT shall seek approval for the changes with ECZS;
- Provide detailed invoices to ECZS for project associated costs quarterly prior to or on the following dates: December 15th 2016, March 15th 2017, and June 15th 2017;
- Payments will be made from ECZS to FIT quarterly after FIT invoices are received, reviewed, and approved.

TOWN agrees to:

- Hold all required permits for project obtained by COUNTY as agent for TOWN;
- Provide site access with reasonable advanced notice from COUNTY, ECZS, or FIT;
- Removal of identified and marked invasive shoreline plant species on TOWN owned properties within the permitted area of the "living shoreline" demonstration site;
- Allow permanent signage to be constructed and located on property, with design and content created by ECZS with final design approval from TOWN prior to completion;
- Allow project related vehicles from COUNTY, ECZS, and FIT to park on TOWN property with advanced notice in designated parking areas.

ALL PARTIES under this MOU agree to:

1. PERIOD OF PERFORMANCE

This MOU shall become effective as of the date on which the last of the parties hereto executes this Agreement and will remain in effect July 31, 2017 unless modified by all parties in writing.

2. CONSIDERATION AND PAYMENT

Nothing under this MOU shall be taken to represent a commitment of funds on the part of any Party, unless otherwise agreed upon in this MOU.

- a. ECZS hereby agrees to reimburse FIT for project associated costs up to \$176,580.00 to perform the services and meet Minimum Level of Service in accordance with Deliverable 4 specifically referenced in Attachment 1 - Statement of Work in DEO Agreement No. HL037.

FIT shall submit quarterly invoices in accordance with the compensation guidelines / reimbursement schedule as set forth in this agreement.

Additionally, ECZS will require receipt of a complete invoice and quarterly reporting package from FIT prior to reimbursement.

- b. ECZS hereby agrees to reimburse COUNTY for project associated permitting activities, specifically staff time and surveying costs, not to exceed \$4,000.00 combined. Permitting fees assessed by regulatory agencies for permits associated with this project will be paid directly by ECZS.

COUNTY shall submit quarterly invoices in accordance with the compensation guidelines / reimbursement schedule as set forth in this agreement.

Additionally, ECZS will require receipt of a complete invoice and quarterly reporting package from COUNTY prior to reimbursement.

3. REPORTS

COUNTY and FIT shall prepare and submit to ECZS all necessary technical information as reasonably required by ECZS in the performance of the Agreement, including quarterly reports with invoices, consistent with DEO Agreement No. HL037.

4. INSURANCE

ECZS, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- a. **General Liability Insurance:** General Liability issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- b. **Insurance Certificates:** ECZS shall provide COUNTY, FIT, CHURCH, and TOWN with Certificate(s) of Insurance upon request on all the policies of insurance and renewals thereof in a form(s) acceptable to COUNTY, FIT, CHURCH, and TOWN. Said Liability Policies shall provide that COUNTY, FIT, CHURCH, and TOWN be additional insureds. COUNTY, FIT, CHURCH, and TOWN shall be notified in writing of any reduction,

cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to COUNTY, FIT, CHURCH, and TOWN and licensed and authorized under the laws of the State of Florida.

5. SUBORDINATION

This Memorandum of Understanding is subordinate to the Grant Agreement between ECZS and the Florida Department of Economic Opportunity (DEO) Agreement NO. HL037, attached hereto, and nothing in this Agreement shall conflict with or otherwise contravene the intent of the provisions of the DEO Grant Agreement.

6. FORCE MAJEURE

- (a) No party shall be liable for any delays in or failure of performance due to strike, riot, fire, storm, and explosion, War, act of God, governmental action, embargo, epidemic or any other cause beyond the reasonable control of such party. The Party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion dates will be affected thereby.
- (b) In the event of any delay resulting from such causes and provided the affected party has promptly notified the other and exercised due diligence, the time of performance of each of the Parties hereunder (including payment of monies) shall be extended for a time period equal the period of such delay.

7. AUDIT

All parties agree to keep full, clear and accurate books and records. Within 15 days following written request by any party the applicable party shall make available for inspection and/or audit any and all records related to its performance under this Agreement. Said records are subject to inspection and audit, at the sole expense of ECZS, by representatives of ECZS and the Comptroller General of the United States during reasonable business hours throughout the term of this Agreement and for the five (5) years immediately following ECZS'S final payments to COUNTY and FIT under this Agreement. In the event an audit is initiated by ECZS during the five (5) years following the ECZS'S final payment, COUNTY and FIT agree to retain any and all records associated with this Agreement until such time as any disputes arising therefrom are resolved. If any provision of this section is inconsistent with ECZS or DEO audit requirements, the more stringent shall prevail.

8. PUBLIC RECORDS LAW AND AUDIT REQUIREMENTS

In the performance of this MOU, the parties shall keep books, records and accounts of all activities related to the MOU in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by the parties or provided to the parties in connection with the activities or services provided under the terms of this MOU, are public

records and the parties agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this MOU shall be kept, maintained and open to inspection by the parties, their representatives and members of the public during regular business hours and shall be retained by each party for a period of five (5) years after completion or termination of this MOU.

The parties shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Florida Statute Chapter 119 or as otherwise provided by law.

The parties shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

9. INDEMNITY

- (a) To the extent permitted by Florida law, ECZS agrees to indemnify, hold harmless and defend COUNTY, FIT, CHURCH, TOWN and its respective directors, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of ECZS or its employees or agents in connection with the performance of this Agreement.

To the extent permitted by Florida law, COUNTY agrees to indemnify, hold harmless and defend ECZS, FIT, CHURCH, TOWN and its respective trustees, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of COUNTY or its officers or employees, in connection with the performance of this Agreement.

To the extent permitted by Florida law, FIT agrees to indemnify, hold harmless and defend ECZS, COUNTY, CHURCH, TOWN and its respective trustees, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of FIT or its employees, students or agents in connection with the performance of this Agreement.

To the extent permitted by Florida law, CHURCH agrees to indemnify, hold harmless and defend ECZS, COUNTY, FIT, TOWN and its respective trustees, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of CHURCH or its employees or agents in connection with the performance of this Agreement.

To the extent permitted by Florida law, TOWN agrees to indemnify, hold harmless and defend ECZS, COUNTY, FIT, CHURCH and its respective trustees, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of TOWN or its officers or employees in connection with the performance of this Agreement.

- (b) No Party shall be liable to the other Party for any special, indirect, incidental or, consequential damages, however caused and whether grounded in tort (including negligence), or any other theory of liability, even if such other Party has been advised of the possibility of such damages.
- (c) All Parties shall at all times comply, through insurance or self-insurance, with all statutory workers' compensation and employers' liability requirements covering any and all employees with respect to activities performed under this Agreement.

10. WARRANTY

Other than to complete the Agreement in accordance with any statements of work, ECZS, COUNTY, and FIT make no warranty, express, implied or otherwise, with respect to use, operation, effectiveness or fitness for any particular purpose of its services performed under this Agreement or their results.

11. INDEPENDENT CONTRACTOR

ECZS contracts for the services and assistance of COUNTY, CHURCH, TOWN and FIT as independent contractors and not as employees. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties. No party shall have the authority to enter into any agreements of any kind on behalf of the other parties, or to bind or obligate the other to any third party.

12. PUBLICITY

No parties shall make reference to other parties in any advertising or publicity matter without prior written approval of the other parties.

13. CONTRACTOR REPRESENTATIVES

The following serve as the representatives of the areas indicated:

COUNTY:

TECHNICAL MATTERS:

Jane Hart
Environment Specialist
2725 Judge Fran Jamieson Way
Bldg A, Suite 219, Viera, Florida 32940
Ph: 321-633-2016
Jane.Hart@brevardcounty.us

ADMINISTRATIVE MATTERS:

Paul Bessler
Budget Analyst
2725 Judge Fran Jamieson Way
Bldg A, Suite 219, Viera, Florida 32940
Ph: 321-633-2016
Paul.Bessler@brevardcounty.us

ECZS:

TECHNICAL MATTERS:

Jake Zehnder
Restoration Project Coordinator
8225 North Wickham Road
Melbourne, FL 32940
Ph: 321-254-9453 Ext.464
jzehnder@brevardzoo.org

ADMINISTRATIVE MATTERS:

Frank Fieseler
CFO/COO
8225 North Wickham Road
Melbourne, FL 32940
Ph: 321-254-9453 Ext.246
ffieseler@brevardzoo.org

CHURCH:

TECHNICAL MATTERS:

Michelle Toms
Church Business Administrator
106 North Riverside Drive
Indialantic, FL 32903
Ph: 321-608-8090
mtoms@epcfl.org

ADMINISTRATIVE MATTERS:

Michelle Toms
Church Business Administrator
106 North Riverside Drive
Indialantic, FL 32903
Ph: 321-608-8090
mtoms@epcfl.org

FIT:

TECHNICAL MATTERS:

Robert Weaver, Ph.D.
Director of IRL Research Institute
150 West University Boulevard
Melbourne, FL 32901
Ph: 321-674-7273
rjweaver@fit.edu

ADMINISTRATIVE MATTERS:

Carolyn Lockyer
Director of Contracts
150 West University Boulevard
Melbourne, FL 32901
Ph: 321-674-7490
clockyer@fit.edu

TOWN:

TECHNICAL MATTERS:

Chris Chinault
Town Manager
216 5th Avenue
Indialantic, FL 32903
Ph: 321-723-2242
cchinault@indialantic.com

ADMINISTRATIVE MATTERS:

Chris Chinault
Town Manager
216 5th Avenue
Indialantic, FL 32903
Ph: 321-723-2242
cchinault@indialantic.com

14. REGULATORY COMPLIANCE AND GOVERNING LAW

This Agreement, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Florida. Brevard County shall be the venue and forum for any legal actions arising from or incident to this Agreement. Where a dispute arises from a conflict between COUNTY's application of this Master agreement and the provisions set forth in DEO's Grant Agreement NO. HL037, COUNTY shall be responsible for addressing the resolution of the conflict to the satisfaction of ECZS and in accordance with the resolutions provisions of DEO's Grant Agreement NO. HL037. Where a dispute arises from a conflict between FIT's application of this Master agreement and the provisions set forth in DEO's Grant Agreement NO. HL037, FIT shall be responsible for addressing the resolution of the conflict to the satisfaction of ECZS and in accordance with the resolutions provisions of DEO's Grant Agreement NO. HL037.

15. SERVABILITY AND SURVIVABILITY

The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions. The provisions of Sections 5, 7, 8, 11 and 13 shall survive the termination of this Agreement for a period of five (5) years.

16. ENTIRE AGREEMENT

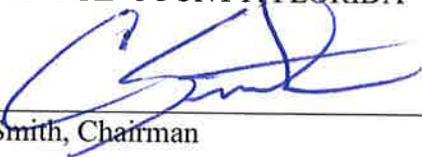
This Agreement represents the entire understanding of ECZS, COUNTY, FIT, CHURCH and TOWN, and may only be modified in writing and duly executed by all parties.

THE UNDERSIGNED BY THEIR AUTHORIZED AGENTS HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE LAST WRITTEN
BELOW.

- Signature Pages Follows -

Signatures of Authorized Officials

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Curt Smith, Chairman

As approved by the Board on 10/4/16

ATTEST: 
Scott Ellis, Clerk

Reviewed for legal form and content:


Christine Lepore, Assistant County Attorney

Date: 12/14/14

EAST COAST ZOOLOGICAL SOCIETY

By: 
Name: Keith Winsten
Title: Executive Director
Date: 1/4/17

Reviewed for legal form and content:

By: 
Name: FRANK J. FIESEER
Title: CFO/COO
Date: 1/4/17

FLORIDA INSTITUTE OF TECHNOLOGY

By: Carolyn R. Lockyer
Name: CAROLYN R. LOCKYER
Title: Director of Contracts
Date: 1/3/2017

EASTMINSTER PRESBYTERIAN CHURCH

By: Michelle Toms
Name: Michelle Toms
Title: Church Business Administrator
Date: 1-18-17

TOWN OF INDIAN LANTIC, FL

By:


Name: CHRISTOPHER W. CHINN

Title: Town Manager

Date: 12-14-16

Approved by the Department of Economic Opportunity pursuant to Grant Agreement # HL037

Name: _____

Title: _____

Date: _____