

Meeting Date
July 12, 2016



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

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Agreement Between University of Central Florida (UCF) and Brevard County for Shoreline Survey and Mapping in the Indian River Lagoon (IRL) Fiscal Impact: \$15,000.00, No General Fund Impact
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board of County Commissioners; 1) Authorize the Chairman to execute an Memorandum of Agreement (MOA) 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 implement the work approved under the Department of Environmental Protection (DEP) Agreement #CM714; and 3) Authorize any necessary budget change requests.

Summary Explanation & Background:

On June 3, 2016, the Brevard County Manager on behalf of the Brevard County Board of County Commissioners (Board) executed a Contract Agreement (DEP #CM714) with FDEP for Shoreline Survey and Mapping in the IRL.

The objective of this contract agreement is to; 1) conduct a shoreline survey of approximately 175 miles of shoreline along the IRL in Brevard County to obtain information characterizing the existing shoreline; and 2) develop of geodatabase of collected survey data that spatially represent shoreline conditions and features throughout the Brevard portion of the IRL.

Shoreline data and mapping conducted during this project will, ultimately, be incorporated into a shoreline management plan for Brevard County. This plan will be used to identify and implement environmental enhancement and erosion protection opportunities along the shoreline of the IRL within Brevard County. The goals of the shoreline management plan will be to stabilize shorelines; prevent erosion; maintain, enhance and restore estuary habitat; and protect water quality in the IRL.

Due to UCF has experience in surveys needed for shoreline management plans, the attached MOA was prepared to contract the services of the UCF to perform a shoreline survey pursuant to DEP #CM714. If authorized by the Board, Brevard County will contract with the UCF to perform services outlined in the Statement of Work in the attached MOA.

Fiscal Impact: FY 15-16: No General Fund Impact; \$15,000.00 to be fully reimbursed by Grant Contract #CM714)

Staff Contact: Jane Hart, NRM, X56721 or Virginia Barker, NRM, X52435

Clerk to the Board instruction: **Three copies total: one copy for Clerk to the Board, two copies for NRM**

Exhibits Attached: ATTACHMENT A – MOA between Brevard County and UCF
 ATTACHMENT B – Initial Contract Form

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director/Extension					
<i>[Signature]</i> Stockton Whitten		<i>[Signature]</i> Virginia Barker/X52435					

**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: University of Central Florida	
2. Fund/Account #:	3. Division Name:
4. Contract Description: Brevard County Shoreline Survey and Mapping	
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	✓	_____	<u>[Signature]</u>	<u>6/6</u>
Risk Management	✓	_____	<u>[Signature]</u>	<u>6/7/2016</u>
County Attorney	✓	_____	<u>[Signature]</u>	<u>6/10/16</u>

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.

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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

July 13, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item II.A.4., Agreement with University of Central Florida (UCF) for Shoreline Survey and Mapping in the Indian River Lagoon (IRL)

The Board of Commissioners, in regular session on July 12, 2016, authorized the Chairman to execute a Memorandum of Agreement (MOA) substantially in the form of Attachment A, subject to County Attorney and Risk Management final approval; authorized the County Manager, or his designee, to execute future amendments, as required, to implement the work approved under the Department of Environmental Protection (DEP) Agreement #CM714; and authorized any necessary budget changes requests. Enclosed are three executed Memorandum of Agreements.

Upon execution by UCF, please return a fully-executed Memorandum of Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY SHORELINE SURVEY AND MAPPING
MEMORANDUM OF AGREEMENT**

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
UNIVERSITY OF CENTRAL FLORIDA**

This Memorandum of Agreement (the "Agreement") is entered into this ____ day of _____, 2016 by and between Brevard County Board of County Commissioners, whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, Florida 32940 (hereafter referred to as "BREVARD COUNTY") and the University of Central Florida, by and on behalf of its Board of Trustees, with and address of 12201 Research Parkway, Suite 501, Orlando, FL 32826 (hereafter referred to as "UCF").

WITNESSETH

WHEREAS, UCF, in furtherance of its education and research mission, has knowledge, experience and expertise in research, coastal habitats, and shoreline restoration projects in the Indian River Lagoon of interest to BREVARD COUNTY; and

WHEREAS, BREVARD COUNTY is desirous of engaging UCF to provide services as described in this Agreement, unless otherwise amended.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and other good and valuable consideration set forth below, these parties intending to be bound, agree in advance as follows to the general terms and conditions under this Agreement.

1. STATEMENT OF WORK

UCF agrees to provide services to be performed under this Agreement in accordance with the specific Statement of Work attached as EXHIBIT A.

2. PERIOD OF PERFORMANCE

This Agreement shall begin July 1, 2016 and shall remain in effect until June 30, 2017, unless otherwise amended.

3. CONSIDERATION AND PAYMENT

(a) BREVARD COUNTY hereby agrees to pay to UCF \$15,000 on a fixed price basis of \$3,750 at the end of each quarter to perform the services associated with the "Brevard County Shoreline Survey and Mapping Project" as specifically appropriated by the Florida Department of Environmental Protection (DEP) and contracted DEP Agreement Number CM714.

(b) UCF shall submit quarterly invoices in accordance with the compensation guidelines / payment schedule as set forth in the Statement of Work attached as EXHIBIT A, to the following address:

BREVARD COUNTY
Natural Resources Management Department

2725 Judge Fran Jamieson Way, Bldg A, Room 219
Viera, FL 32940
Attn: Jane Hart

(c) BREVARD COUNTY shall send payment of the invoice amounts to UCF within 30 days of receipt of a complete invoice and quarterly reporting package.

4. PERFORMANCE

UCF will provide diligent efforts in performing the services under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project to the satisfaction of BREVARD COUNTY and DEP.

5. REPORTS

UCF shall prepare and submit to BREVARD COUNTY all necessary technical information as reasonably required by BREVARD COUNTY in the performance of the Agreement, including quarterly reports with invoices, consistent with DEP Agreement Number CM714.

6. SUBAGREEMENTS

UCF shall not sublet, assign or transfer any work under this Agreement without the prior written consent of BREVARD COUNTY. If applicable, and upon receipt of such consent in writing, the names of the firms responsible for such sublet, assigned or transferred portions of the work shall appear on the Invoices for Services performed.

7. SUBORDINATION

This Memorandum of Agreement is subordinate to Grant Agreement Number CM714 between BREVARD COUNTY and DEP, attached hereto and incorporated herein by reference, and nothing in this Agreement shall conflict with or otherwise contravene the intent of the provisions of the DEP Grant Agreement.

8. TERMINATION

This Agreement and the performance of all work under this Agreement may be terminated by either party with three (3) months written notice to the other party. BREVARD COUNTY will pay all reasonable allowable costs associated with this Agreement up to the date of termination, including any non-cancellable obligations.

9. 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 as provided in Section 10 (a), 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.

10. AUDIT

UCF agrees to keep full, clear and accurate books and records. Within 15 days following written request by BREVARD COUNTY, UCF 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 BREVARD COUNTY, by representatives of BREVARD COUNTY 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 BREVARD COUNTY'S final payment to UCF under this Agreement. In the event an audit is initiated by BREVARD COUNTY during the five (5) years following the BREVARD COUNTY'S final payment, UCF agrees 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 BREVARD COUNTY or DEP audit requirements, the more stringent shall prevail.

11. INDEMNITY

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

- (b) Neither 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) Both 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.
- (d) Nothing contained in this Agreement shall be construed as a waiver of the Parties' rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the Parties' potential liability under state or federal law.

12. WARRANTY

Other than to complete the Agreement in accordance with any statements of work, UCF makes 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.

13. INDEPENDENT CONTRACTOR

BREVARD COUNTY contracts for the services of UCF as an independent contractor and not as an employee. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to enter into any agreements of any kind on behalf of the other, or to bind or obligate the other to any third party.

14. PUBLICITY

Neither party shall make reference to the other party in any advertising or publicity matter without prior written approval of the other party.

15. CONTRACTOR REPRESENTATIVES

The following serve as the representatives of the areas indicated:

UCF:

TECHNICAL MATTERS:

Dr. Linda Walters
Dept. of Biology
4110 Libra Drive
Orlando, FL 32816-2368
Ph: 407-823-2148
Email: Linda.Walters@ucf.edu

ADMINISTRATIVE MATTERS:

Jennifer Parker
Proposal Manager
12201 Research Parkway
Orlando, FL 32826-3246
Ph: 407-823-4371
Email: Jennifer.Parker@ucf.edu

BREVARD COUNTY:

TECHNICAL MATTERS:

Jane Hart
Natural Resources Management
2725 Judge Fran Jamieson Way
Bldg A, Suite 219
Viera, Florida 32940
Ph: 321-633-2016
Jane.Hart@BrevardFL.gov

ADMINISTRATIVE MATTERS:

Paul Bessler
Natural Resources Management
2725 Judge Fran Jamieson Way
Bldg A, Suite 219
Viera, Florida 32940
Ph: 321-633-2016
Paul.Bessler@BrevardFL.gov

16. 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 UCF's application of this Master agreement and the provisions set forth in DEP Agreement Number CM714, UCF shall be responsible for addressing the resolution of the conflict to the satisfaction of BREVARD COUNTY and in accordance with the resolutions provisions of DEP Agreement Number CM714.

17. 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 8, 11, 12, 14 and 16 shall survive the termination of this Agreement for a period of five (5) years.

18. ENTIRE AGREEMENT

This Agreement represents the entire understanding of BREVARD COUNTY and UCF, and may only be modified in writing and duly executed by both parties.

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

2725 Judge Fran Jamieson Way
Bldg A, Suite 219
Viera, Florida 32940
Ph: 321-633-2016
Jane.Hart@BrevardFL.gov

2725 Judge Fran Jamieson Way
Bldg A, Suite 219
Viera, Florida 32940
Ph: 321-633-2016
Paul.Bessler@BrevardFL.gov

17. 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. Where a dispute arises from a conflict between UCF's application of this Master agreement and the provisions set forth in DEP Agreement Number CM714, UCF shall be responsible for addressing the resolution of the conflict to the satisfaction of BREVARD COUNTY and in accordance with the resolutions provisions of DEP Agreement Number CM714.

18. SEVERABILITY 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 8, 11, 12, 14, 15, and 17 shall survive the termination of this Agreement for a period of five (5) years.

19. ENTIRE AGREEMENT

This Agreement represents the entire understanding of BREVARD COUNTY and UCF, and may only be modified in writing and duly executed by both parties.

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

-Signature Page Follows-

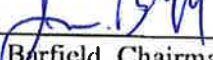
Signatures of Authorized Officials

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Jim Barfield, Chairman

JUL 12 2016

As approved by the Board on _____

Reviewed for legal form and content:



Christine Lepore, Assistant County Attorney

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

By: Tamara E. Gabrus

Name: Tamara E. Gabrus

Title: Sr. Proposal Manager

Date: 8/19/16.

Legal Content Approver:

SJS 8/19/2016

EXHIBIT A
Statement of Work

Project: Brevard County Shoreline Survey and Mapping Project

Project Location: Indian River Lagoon, Brevard County

Background: Brevard County is initiating the development of a Shoreline Management Plan with living shorelines as its central theme. This plan will be used to identify and implement environmental enhancement and erosion protection opportunities along the shoreline of the Indian River Lagoon (IRL) within Brevard County. The goals of the shoreline management plan will be to stabilize shorelines; prevent erosion; maintain, enhance and restore estuary habitat along the IRL shoreline; and protect water quality.

The purpose of the shoreline survey is to collect information on existing shorelines including: shoreline type, natural vegetation presence, exotic vegetation presence, oyster presence, and freshwater outfall locations that can be entered into a GIS database and spatially represented in a map. Shoreline data can indicate the level of storm and pollution protection, as well as the amount and quality of estuarine habitat available for aquatic species and birds. Information describing shoreline conditions is beneficial for multiple uses including; coastal planning, environmental management, and recreational interests.

In addition, this project will allow for the development of a Geographic Information Systems (GIS) geodatabase and the transformation of shoreline information into GIS data. The goal of the project is to have GIS data layers that spatially represent shoreline conditions and shoreline features throughout the Brevard County portion of the Indian River Lagoon. Data analyses and mapping conducted at the conclusion of this project will, ultimately, be incorporated into a shoreline management plan for Brevard County.

UCF Scope of Work: The first step in developing a shoreline management plan is an assessment of existing shoreline conditions. Brevard County, in partnership with University of Central Florida, will conduct a shoreline survey in the Brevard County portion of the IRL. Approximately 175 miles of urban shoreline will be surveyed via watercraft to obtain detailed information characterizing the existing shoreline along the IRL.

Task 1: (\$15,000.00) Shoreline Survey - Brevard County Natural Resources Management Department will contract with University of Central Florida to conduct field surveys of approximately 175 miles of shoreline along the Indian River Lagoon in Brevard County, Florida. The target shoreline is the urbanized portion of the county. Areas that are federally owned with limitations on public access will be excluded from the survey conducted during this project. Attribute information (shoreline type, vegetation, oyster presence, and outfalls) will be collected by watercraft or traversed by land, if necessary. GPS readings will be taken at each parcel/site location. Data collected during the field survey will be entered into electronic spreadsheets for incorporation into a shoreline database.

Deliverable: Shoreline survey attribute data with GPS readings.

Performance Measures: Deliverable reviewed to ensure specifications in scope have been met.

Due Date/Frequency/Performance Period: March 31, 2017.

Budget Information: \$15,000.00 FCMP & \$0-Match

Funding for Task 1:

Category	Grant Funds	Match Funds
Salaries:	\$ 7,121.00	\$0.00
See table 1 for a list of positions and rates.		
Fringe:	\$ 1,731.00	\$0.00
See table 1 for a list of positions and rates.		
Travel:	\$ 1,080.00	\$0.00
Contractual:	\$ 0.00	\$0.00
Equipment:	\$ 0.00	\$0.00
Supplies/OE:	\$ 1,973.00	\$0.00
Land:	\$ 0.00	\$0.00
Indirect:	\$ 3,095.00	\$0.00
Indirect rate is 26% of [grant/match/all] costs in the following categories:		
TASK TOTAL:	\$ 15,000.00	\$0.00

Table 1. Salaries. Faculty and Administrative and Professional personnel of the University of Central Florida are salaried employees that do not complete time cards. Invoicing for services rendered will be based on percentage of total professional effort, in amounts not to exceed the total budgeted salary.

Task Number	Position Title	Maximum salary per hour (shall be based on actual salary)	Fringe (either % or fringe per hour)
1	Research Associate	\$24.00	34.35%
1	Research Assistant	\$10.10	0.65%

University of Central Florida - Budget

Budget Cost Category	RATE	Funds Requested	
		Year 1	Total Project
Direct Labor - Key Personnel			
Dr. Linda Walters		\$ -	\$ -
Subtotal Salary		\$ -	\$ -
Direct Labor - Other Personnel			
Post Doctoral Associate	10%	\$ 5,000	\$ 5,000
Undergraduate Student	1	\$ 2,121	\$ 2,121
Subtotal OPS		\$ 7,121	\$ 7,121
Fringe Benefits			
Post Doc	34.35%	\$ 1,718	\$ 1,718
Students	0.65%	\$ 14	\$ 14
Subtotal Fringe		\$ 1,731	\$ 1,731
Total Labor Costs		\$ 8,852	\$ 8,852
Direct Costs - Travel			
Domestic Travel		\$ 1,080	\$ 1,080
Total Travel Costs		\$ 1,080	\$ 1,080
Other Direct Costs			
Survey Supplies		\$ 500	\$ 500
Boat Gas		\$ 1,473	\$ 1,473
Total Other Direct Costs		\$ 1,973	\$ 1,973
Total Direct Costs		\$ 11,905	\$ 11,905
Modified Total Direct Costs		\$ 11,905	\$ 11,905
Indirect Costs	26%	\$ 3,095.2	\$ 3,095
Total Direct and Indirect Costs		\$ 15,000	\$ 15,000
TOTAL CUMULATIVE BUDGET			\$ 15,000

Budget Justification
University of Central Florida

Funding request: \$15,000

Salaries, Wages & Fringe

Other Personnel:

Research Associate We are requesting support for 1 postdoctoral associate (10% of their time), who will complete the field data collection and subsequent analysis.

Research Assistant: We are requesting support for 1 undergraduate student to be paid as OPS personnel at a rate of \$10.10 an hour, who will be involved in completing the field data collection and subsequent analysis.

Fringe Benefits:

The current established Post-Doctoral Associate rate is according to their salary is 34.35%. The current established student fringe rates are: 0.65% if working less than 30 hours/week;

These rates are provisional and effective December 1, 2015. These rates are estimates for contract and grant purposes only. Actual fringe costs are charged to each contract or grant based on the individual employee's actual fringe benefit costs.

Travel

Travel funds are requested to reach field sites throughout Brevard County. Travel estimates are in accordance with the Florida Statute 112.061, the Florida Administrative Code and the policies of the University of Central Florida.

Other Direct Costs

Materials and Supplies:

Funds for field supplies (e.g. waterproof paper, transect tapes, levels) and boat gas are additionally requested.

F & A (Indirect Costs):

Facilities and Administrative costs are calculated at a rate 26% on a Modified Total Direct Cost basis - excluding equipment, tuition, and that portion of each subcontract in excess of \$25,000, if applicable. These charges are consistent with UCF's current federally negotiated indirect cost rate agreement with DHHS effective on July 1, 2013.