

F. Consent Agenda - Natural Resources Management
ITEM 1.



AGENDA REPORT
August 21, 2018

Living Shoreline Monitoring Master Agreement

SUBJECT:

Save Our Indian River Lagoon Project Living Shoreline Monitoring Master Agreement Between University of Central Florida and Brevard County for Living Shoreline Projects Monitoring

FISCAL IMPACT:

Fiscal Impact: \$108,704

DEPT/OFFICE:

Natural Resources Management

REQUESTED ACTION:

It is requested that the Board of County Commissioners: 1) authorize the Chair to execute the Living Shoreline Monitoring Master Agreement and Task Order #1 with the University of Central Florida, subject to County Attorney and Risk Management final approval; 2) authorize the County Manager or designee to execute future task orders, amendments, and change order requests subject to the approval of County Attorney and Risk Management; and 3) approve associated budget change requests.

SUMMARY EXPLANATION and BACKGROUND:

On March 7, 2017 the Board of County Commissioners approved the Save Our Indian River Lagoon (SOIRL) Project Plan Update. Additionally, the Draft SOIRL Project Plan 2018 Update was approved by the Board of County Commissioners at the April 10th Board meeting.

Consistent with requests by members of the SOIRL Citizen Oversight Committee to conduct independent, third party monitoring of SOIRL-funded living shoreline projects, Brevard County Natural Resources Management Department wishes to contract monitoring services for oyster reef and shoreline planting projects installed during FY17-18 and FY18-19. Due to the University of Central Florida (UCF) having extensive knowledge, experience and expertise in oyster restoration and monitoring, living shoreline restoration and monitoring, and coastal habitats in the Indian River Lagoon, the attached Master Contract and Task Order #1 was prepared to contract UCF to perform living

shoreline project monitoring services pursuant to the Save Our Indian River Lagoon Project Plan Update.

CLERK TO THE BOARD INSTRUCTIONS:

Please execute two original Master Contracts and two original Task Order #1

ATTACHMENTS:

- | | Description |
|---|-----------------------------|
| ▢ | Master Agreement |
| ▢ | Task Order #1 |
| ▢ | AO29 |
| ▢ | Clerk's Memo 3-8-17 |
| ▢ | Clerk's Memo 4-11-18 |



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

RECEIVED

AUG 28 2018

BREVARD COUNTY
NATURAL RESOURCES MGT. DPT.

August 22, 2018

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Living Shoreline Monitoring Master Agreement

The Board of County Commissioners, in regular session on August 21, 2018, authorized the Chair to execute the Living Shoreline Monitoring Master Agreement and Task Order #1 with the University of Central Florida, subject to County Attorney and Risk Management approval; authorized the County Manager, or his designee, to execute future task orders, amendments, and change order requests subject to the approval of the County Attorney and Risk Management; and approved any associated budget change requests.

Upon approval by the County Attorney and Risk Management, please provide to this office the Living Shoreline Monitoring Master Agreement and Task Order #1 for the Chair's signature, attestation, distribution, and inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

cc: County Manager
Budget
Finance

TASK ORDER No. 1

Brevard County SOIRL Living Shoreline Monitoring

WHEREAS, BREVARD COUNTY, and UCF, have executed a Master Agreement dated _____, 2018, which is incorporated herein by reference; and,

WHEREAS, BREVARD COUNTY has requested UCF to perform a specific Scope Of Services; and,

WHEREAS, UCF has agreed to perform said service as outlined in the attached statement of work (Task Order No. 1 Exhibit A).

NOW THEREFORE, in consideration of the mutual promises contained in the referenced Master Agreement to which this Task Order is incorporated therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE

The purpose of this Task Order is to provide services to the Brevard County Board of County Commissioners – Save Our Indian River Lagoon Project Program.

II. SCOPE OF SERVICES

UCF shall perform to the best of its ability, all work outlined in Task Order No. 1 Exhibit A Statement of Work titled “**Brevard County SOIRL Living Shoreline Monitoring**”.

III. COMPENSATION

BREVARD COUNTY shall compensate UCF on a fixed priced basis not-to-exceed \$ 108,704.00 to be paid in accordance with the payment schedule in Task Order No. 1 Exhibit A, for the Services described herein, the **Brevard County SOIRL Living Shoreline Monitoring** project.

Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, UCF shall provide additional supporting information, upon request from BREVARD COUNTY.

IV. PAYMENT SCHEDULE

UCF shall submit quarterly invoices in accordance with the schedule outlined in Task Order No. 1 Exhibit A, to the address outlined in the Master Agreement.

V. KEY PERSONNEL

The key technical person(s) performing the Scope of Services outlined in Task Order No. 1 Exhibit A are:

Name: Dr. Linda Walters
Address: 4110 Libra Drive
Orlando, FL 32816
Phone: 407-823-2148
E-mail: Linda.Walters@ucf.edu

Name: Dr. Melinda Donnelly
Address: 4110 Libra Drive
Orlando, FL 32816
Phone: (321) 403-0278
E-mail: mdonnelly@knights.ucf.edu

Their level of effort is outlined in Task Order No. 1 Exhibit A.

VI. TASK ORDER SCHEDULE

The Task Order No. 1 period of performance shall be in effect from September 1, 2018 and continue through May 31, 2020.

VII. DELIVERABLES / REPORTS

UCF shall submit required deliverables and reports in accordance with the schedule outlined in Task Order No. 1 Exhibit A to the following address:

BREVARD COUNTY
Natural Resources Management Department
2725 Judge Jamieson Way, Bldg A, Suite 219
Viera, FL 32940
Attn: Jane Hart

VIII. OTHER TERMS AND CONDITIONS

All of the terms and conditions of the Master Agreement shall apply to this Task Order as if fully set out herein unless such terms and conditions are specifically superseded by the terms and conditions of this Task Order.

IX. ENTIRE AGREEMENT

This Task Order, together with the Master Agreement, represents the entire understanding between UCF and BREVARD COUNTY.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties have caused this Task Order to be signed by their duly authorized officers or representatives effective as of the date last written below ("Effective Date").

Brevard County Board of County Commissioners

By: 
Rita Pritchett, Chair
As Approved by the Board on August 21, 2018

Date: 9-10-18

The University of Central Florida Board of Trustees

Mindy Solivan
By: Signed: Monday, September 10, 2018
Name: Mindy Solivan
Title: Assistant Director
Date: _____

Attest

By: 
Scott Ellis, Clerk

Reviewed for Legal Form and Content

 8/31/18
Alexander Essee, Assistant County Attorney,
for Christine Valliere, Assistant County Attorney

Task Order No. 1 EXHIBIT A
Statement of Work

Brevard County SOIRL Living Shoreline Monitoring

Task Description: Oyster Reef Monitoring and Vegetative Living Shoreline Monitoring - To include project set-up, hiring, training, and site visits during first six (6) months of project, and to include all monitoring (oyster reef) that starts within the first six (6) months of project - up to 1795 ft of shoreline and/or seven (7) unique sites for four (4) monitoring periods (1, 3, 6, 12 months post-installation), and to include all vegetation monitoring that begins within the first six (6) months up to 2,500 ft of shoreline and/or two (2) sites for four (4) monitoring periods (1, 3, 6, 12 months post-installation).

Oyster Reef Monitoring Sites (refer to attached Figure 1):

- Eden Isles
- Marina Isles
- Oliver
- Wexford
- Gitlin
- Bettinger
- Bomalaski

Vegetative Living Shoreline Monitoring Sites (refer to attached Figure 1):

- Lagoon House
- Cocoa Beach Country Club

Key Personnel: Dr. Melinda Donnelly will lead the data management and statistical analysis, and Dr. Linda Walters will lead training and provide program oversight.

<u>Level of Effort:</u>	Dr. Linda Walters	0.4 months
	Dr. Melinda Donnelly	1.33 months

Methods:

Oyster Reef Monitoring - UCF will combine both breadth and depth in our monitoring design to cover large areas while also being able to statistically quantify the success of oysters and breakwaters at each site. Depth will come from emptying and measuring shell bag contents for variables listed below. Breadth will come from visual censusing large numbers of intact bags.

Data collected by temporarily removing and emptying shell bags for each bag will include: total number live oysters, shell length of first 50 haphazardly selected live oysters, numbers of live competitors (native and invasive mussels), numbers of live predators (crown conch, oyster drills, stone crabs, blue crabs, etc.), and numbers of oysters impacted by live boring sponge. All shell and live oysters will be placed in a new bag, returned to the oyster breakwater, and reattached with cable ties (or whatever restoration team used for initial attachment).

Rapid visual census data will include observing shell bags in place and recording visible numbers of live oysters, their shell lengths (first 50 encountered), and the presence or

absence of bridge formation between shells, as well as recording any additional information about bag contents, including presence/absence of algal overgrowth, number and identification of macroinvertebrates on bags, depth in cm of sediment accretion on top of bags, and presence/absence of boring sponge.

One bag will be emptied and quantified for every 25 ft of shoreline. One bag will be rapidly censused for every 10 ft of shoreline. Hence, at a 100 ft site, there would be 4 bags emptied/counted and 10 bags visually surveyed. This is sufficient for statistical analyses.

Using numbers produced by a random number generator, we will randomly select bags to be emptied at each visit, ensuring by marking bags that bags are never re-visited. We will also randomly select bags for rapid visual census. As there is no disturbance to bags, visual census bags may be repeatedly visited over time. However, we will ensure no emptied bags are later visually censused in case there is disturbance to these bags when monitored.

Rapid abiotic data collection (salinity, air and water temperatures) will occur at all monitoring sites on all monitoring dates. Observations of depth of water relative to height of bags in lagoon will also be collected every 25 ft. Additionally, areal footprint of installed oyster reef will be measured.

After deployment, initial monitoring will occur after one month, followed by 3, 6, and 12 months. Bag integrity/substrate placement will additionally be tracked within 6 weeks of named storm events as needed.

Vegetative Living Shoreline Monitoring- At all locations where plants are included in shoreline design, total counts of plants deployed as part of the stabilization project will occur during each of 4 visits during the first year of monitoring to calculate percent survival. UCF will additionally record evidence of new growth (e.g. rhizome production of grasses, flowers, propagules, etc.) as possible.

After deployment, initial monitoring will occur after one month, followed by monitoring at 3, 6, and 12 months out. Plant survival will additionally be tracked within 6 weeks of named storm events as needed.

Budget Information: \$108,704

Deliverables:

- Monthly email updates and quarterly reports detailing monitoring completed to be submitted electronically to Brevard County for review twenty (20) days following the completion of the quarterly period.
- Final monitoring report at conclusion of project to be submitted with final invoice no later than sixty (60) days past last quarterly period.

Payment Schedule and Quarterly Invoice Schedule

Payment No.	Payment Amount	Invoice Date	Quarterly Period
1	\$ 15,529.14	10/20/18	Sep 1 – Sep 30, 2018
2	\$ 15,529.14	01/20/19	Oct 1 – Dec 31, 2018
3	\$ 15,529.14	04/20/19	Jan 1 – Mar 31, 2019
4	\$ 15,529.14	07/20/19	Apr 1 – Jun 30, 2019
5	\$ 15,529.14	10/20/19	Jul 1 – Sep 30, 2019
6	\$ 15,529.14	01/20/20	Oct 1 – Dec 31, 2019
7 (Final Payment)	\$ 15,529.16	04/20/20	Jan 1 – Mar 31, 2020
Total	\$108,704		

**SAVE OUR INDIAN RIVER LAGOON PROJECT
LIVING SHORELINE MONITORING MASTER AGREEMENT
BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**

This Master Agreement (the "Master Agreement") is entered into as of the date of last signature below ("Effective Date") by and between Brevard County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, Florida 32940 (hereinafter referred to as "BREVARD COUNTY") and The University of Central Florida Board of Trustees, having offices at 12201 Research Parkway, Suite 501, Orlando, FL 32826 (hereinafter referred to as "UCF"). BREVARD COUNTY and UCF are each referred to individually as "Party", or collectively, as "Parties".

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 living shoreline monitoring services as described in specific, separate Task Orders. The Parties agree in advance on these general terms and conditions that will be part of each Task Order issued under this Master Agreement.

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:

1. STATEMENT OF WORK

BREVARD COUNTY and UCF intend for this Master Agreement to cover a series of scopes of services in which UCF will provide living shoreline monitoring services. Once the Parties mutually agree to a particular scope of service, UCF shall submit a proposal to BREVARD COUNTY detailing the agreed-upon scope of service, level of effort, price, payment schedule, deliverable schedule, and any additional terms required for the work ("Proposal").

2. TASK ORDERS

UCF agrees to provide living shoreline monitoring services in accordance with the terms outlined in the specific Task Orders. Upon the Parties' agreement to a Proposal, BREVARD COUNTY will issue a written task order consistent with Master Agreement Exhibit A Sample Task Order incorporating: (i) the mutually agreed upon scope of services which shall

be the "Scope of Services" to the Task Order; (ii) the agreed price which shall be the "Compensation" of the Task Order; (iii) identification of key individuals who will be responsible for the Scope of Services, which shall be the "Key Personnel"; and (iv) any additional terms agreed between the Parties ("Task Order"). Only after each Party, through its authorized representatives, has executed in writing a Task Order will each Party's respective obligations under the Task Order arise and bind them to the Task Order contractually.

Each Task Order shall be signed by both BREVARD COUNTY and UCF. The terms of this Master Agreement shall be automatically incorporated into the Task Order. However, in the event of any conflict between the terms of the Task Order and the terms of this Master Agreement, the terms of the Task Order shall take precedence over the terms of this Master Agreement.

3. PERIOD OF PERFORMANCE

This Master Agreement shall begin upon the Effective Date and shall remain in effect until September 30, 2020, unless otherwise amended. Each Task Order authorized under this Master Agreement shall specify a separate period of performance that is specific to the work being performed under the Task Order ("Task Order Schedule").

4. KEY PERSONNEL

The noted UCF individual(s) as indicated in the Task Order are considered key personnel essential to the services under the Agreement. UCF will seek approval from BREVARD COUNTY for any changes in key personnel or their level of effort. Any change(s) in the individual(s) or their level of effort requires written modification to the Task Order.

5. CONSIDERATION AND PAYMENT

- (a) BREVARD COUNTY hereby agrees to pay to UCF on a fixed price basis to perform the services associated with the Task Orders authorized under this Master Agreement.
- (b) UCF shall submit invoices in accordance with the compensation guidelines / payment schedule as set forth in the Task Orders to the following address:

BREVARD COUNTY
Natural Resources Management Department
2725 Judge Jamieson Way, Bldg A, Suite 219
Viera, FL 32940
Attn: Jane Hart

- (c) BREVARD COUNTY shall send payment of the invoice amounts to UCF within thirty (30) days of receipt of a complete invoice and shall remit such payment to the following address:

University of Central Florida

Contracts & Grants Payment
PO Box 160118
Orlando, FL 32816-0118

6. PERFORMANCE

UCF will provide diligent efforts in performing the services under this Master Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project as set forth in a Task Order, to the reasonable satisfaction of BREVARD COUNTY.

7. REPORTS

UCF shall prepare and submit to BREVARD COUNTY all necessary reports as set forth in the Task Orders.

8. SUBAGREEMENTS

UCF shall not sublet, assign or transfer any work under this Agreement without the 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.

9. TERMINATION

This Master Agreement and the performance of all work under this Master Agreement may be terminated without cause by either Party with thirty (30) days written notice to all other Parties. If a Party terminates this Master Agreement, all Task Orders shall also automatically terminate. If a Party terminates a Task Order, only that Task Order shall terminate. BREVARD COUNTY will pay all reasonable allowable costs associated with this Master Agreement and/or Task Order, as applicable, up to the date of termination, including any non-cancellable obligations.

10. FORCE MAJEURE

(a) No Party shall be liable for any delays in or failure of performance due to strike, riot, fire, storm, 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.

11. CONFIDENTIALITY

Should it be necessary for either Party to receive confidential information, the disclosing party agrees to label in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, within thirty (30) days of the oral disclosure. For information that a disclosing party claims is exempt and/or confidential under Florida law, the disclosing party shall provide the specific statutory cite justifying the redaction and/or removal of such qualifying information. The receiving Party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. The Parties' technical representatives are responsible for initiating a Confidential Disclosure Agreement if applicable, and forwarding it to the contractual representatives for execution. Confidential information does not include information that is:

- a) already known to the receiving Party at the time of disclosure;
- b) generally available to the public or becomes available to the public through no fault of the receiving Party;
- c) is developed independently of and without reference to the confidential information;
- d) is received from a third party who had a legal right to disclose such information without restriction; or
- e) required by applicable law, regulation, or valid administrative or court order to be disclosed. To the extent permitted by law, the receiving Party shall first notify the disclosing Party to provide the disclosing Party an opportunity to prevent disclosures.

Both Parties understand that the other is subject to Florida's Public Records Law. Upon written request of the disclosing Party, the receiving Party shall promptly return all confidential information of the disclosing Party, together with all copies thereof at the expense of the disclosing Party. Alternatively, the non-disclosing Party can provide a sworn certification that the Confidential Information has been destroyed. Notwithstanding the foregoing, the receiving Party may retain one (1) copy of all confidential information for its legal and archival purposes.

Any invention disclosures regardless of being marked will be treated as confidential.

Notwithstanding any expiration or termination of this Master Agreement, each Party's obligations of confidentiality with respect to the other's confidential information will continue for five (5) years from the Effective Date of this Master Agreement.

12. PUBLIC RECORDS AND AUDIT REQUIREMENTS

(a) In the performance of this Master Agreement, UCF shall keep books, records and accounts of all activities related to the Master Agreement 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).

(b) All records or documents created by UCF or provided to UCF in connection with the activities or services provided under the terms of this Master Agreement, are public records and

UCF agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. UCF shall also ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(c) Records, documents, books and accounts ordinarily and necessarily required for the performance of this Master Agreement shall be kept, maintained and open to inspection by BREVARD COUNTY and its representatives during regular business hours and shall be retained by UCF for a period of five (5) years after completion or termination of this Master Agreement. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved.

(d) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Master Agreement for services must be made directly to BREVARD COUNTY. If BREVARD COUNTY does not possess the requested records, it shall immediately notify UCF of the request, and UCF must provide the records to BREVARD COUNTY or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. If UCF fails to provide the public records to BREVARD COUNTY within a reasonable time, UCF may be subject to penalties under Section 119.10, F.S.

(e) UCF shall identify and ensure that all public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Master Agreement term and following completion of the Master Agreement if UCF does not transfer the records to BREVARD COUNTY.

(f) Upon completion or termination of the Master Agreement, UCF shall transfer, at no cost to BREVARD COUNTY, all public records in possession of UCF or keep and maintain public records as required under this Master Agreement. If UCF transfers all public records to BREVARD COUNTY upon completion of the Master Agreement, UCF shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If UCF keeps and maintains public records upon completion or termination of the Master Agreement, UCF shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to BREVARD COUNTY, upon request from BREVARD COUNTY'S custodian of public records, in a format that is accessible by and compatible with the information technology systems of BREVARD COUNTY.

(g) BREVARD COUNTY may also unilaterally terminate the Master Agreement if UCF refuses to allow public access to Public Records as required by law.

IF UCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MARY BLAKELY AT 321-

633-2014 or MARY.BLAKELY@BREVARDFL.GOV or at the mailing address below:

**Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-217
Melbourne, FL 32940**

13. ASSUMPTION OF RISK

Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party's respective officers, employees, servants, and agents thereof while acting within the scope of their employment and/or this Master Agreement. UCF warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. BREVARD COUNTY and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

14. NO WARRANTIES

OTHER THAN TO COMPLETE THE AGREEMENT IN ACCORDANCE WITH ANY SIGNED TASK ORDERS 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 MASTER AGREEMENT OR THEIR RESULTS OR THAT THE SAME WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. THE PARTIES MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY. IF ANY PARTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES so at its own risk.

15. 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 another, or to bind or obligate one another to any third party.

16. PUBLICATIONS

BREVARD COUNTY recognizes that under UCF policy, the results of UCF's research must be publishable and agrees that the researchers engaged in activities under this Master Agreement shall be permitted to present at symposia, national or regional professional meetings, and to

publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of such services. Prior to release, BREVARD COUNTY shall be given the opportunity to review any publication(s) or presentation(s) for confidential information.

17. PUBLICITY

No Party will use, nor authorize others to use, the name, symbols, or marks of the other Party in any sales promotion or advertising or in any other form of publicity without the express written permission of the respective organization and, if appropriate, the individual whose name is to be used. However, nothing shall prohibit either Party from complying with Florida Statute 1004.22(2) regarding sponsored research activities.

18. CONTRACTOR REPRESENTATIVES

The following serve as the representatives of each Party in the areas indicated:

TECHNICAL MATTERS:

ADMINISTRATIVE MATTERS:

University of Central Florida

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

Dr. Jessica Frisch-Daiello
Sr. Contract Manager
12201 Research Parkway
Orlando, FL 32826-3246
Ph: 407-823-3656
Email: Jessica.Frisch-Daiello@ucf.edu

Brevard County

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

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

19. INTELLECTUAL PROPERTY

“Intellectual Property” means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data, data bases and works of authorship.

Intellectual Property developed solely by BREVARD COUNTY shall be solely and exclusively owned by BREVARD COUNTY. Intellectual Property developed solely by UCF shall be solely

and exclusively owned by UCF. "Joint Intellectual Property" means any Intellectual Property developed jointly by BREVARD COUNTY and UCF under this Agreement. Joint Intellectual Property will be owned jointly by BREVARD COUNTY and UCF, who agree to jointly determine proper inventorship and authorship subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship, and to jointly determine filing and licensing.

"Background Intellectual Property" means Intellectual Property which was in existence, prior to the Effective Date of this Master Agreement, or which is created or developed by a Party outside of the course of the Statement of Work. The Parties agree that Background Intellectual Property of BREVARD COUNTY and UCF is their separate property, respectively, and is not affected by this Master Agreement. Neither Party shall acquire any claims to or rights in the Background Intellectual Property of the other Party by this Master Agreement or performance hereunder.

Nothing in the Master Agreement shall circumvent or restrict either Party's pre-existing obligations with the United States government pertaining to any kind of Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements or arrangements between either Party and the U.S. Government. These obligations may include granting licenses to the U.S. Government for certain Intellectual Property which is being developed.

Notwithstanding any provision to the contrary in the Master Agreement, UCF shall retain the right to practice any Intellectual Property developed hereunder for its own academic, non-commercial research and teaching purposes.

Notwithstanding any provision to the contrary in the Master Agreement, BREVARD COUNTY shall retain the right to practice any Intellectual Property developed hereunder for its own non-commercial research and use.

20. REGULATORY COMPLIANCE AND GOVERNING LAW

This Master Agreement, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Florida

UCF shall be responsible for complying with all applicable Federal, State, and local laws and permitting requirements.

21. DISPUTES

In the event of controversy, dispute, misunderstanding, or claim arising out of or relating to this Master Agreement, each Party's authorized representative shall negotiate to resolve such dispute. In the event they are unable to resolve the pending dispute, each Party's legal representative will negotiate in good faith to resolve any dispute.

If the Parties hereto are unable to settle any dispute arising under this Agreement between themselves within forty-five (45) days of written notice of such dispute, either Party may initiate mediation upon written notice to the other Party. The Parties shall share the cost of the mediator and each Party shall bear its own cost of mediation.

If the Parties have not reached a settlement within forty-five (45) days of the initiation of the mediation, then either Party is free to pursue other remedies of law available. Pending any decision, UCF shall proceed diligently with the performance of its work under the Master Agreement which is not in dispute. In the event of any potential legal action to interpret, construe, and/or enforce the terms of this Master Agreement or any Task Order, each Party shall bear its own attorney's fees and costs.

22. EQUIPMENT

Unless otherwise stated in a Task Order, UCF will be accountable for and hold title to all equipment purchased under this Master Agreement and will be responsible for employing it for the overall purpose of the project. UCF agrees to maintain sufficient records to enable BREVARD COUNTY to fulfill its accountability. Each Party will be accountable for and keep title to all equipment it owns and utilizes under this Master Agreement.

23. LIMITATION OF DAMAGES

In no event will either Party be responsible for any indirect damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, and/or lost business regardless of how such damages arise or whether there was advance knowledge.

24. SEVERABILITY AND SURVIVABILITY

The illegality or unenforceability of the whole or any part of the provisions of this Master Agreement will not affect the continued operation of the remaining provisions. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Master Agreement, including without limitation, the obligations regarding confidentiality (as limited in such provision), Intellectual Property, and public records shall survive termination, cancellation, or expiration of this Master Agreement.

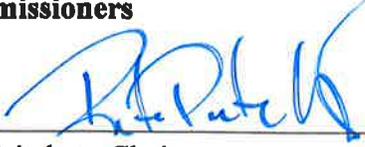
25. ENTIRE AGREEMENT

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

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

-Signature Page Follows-

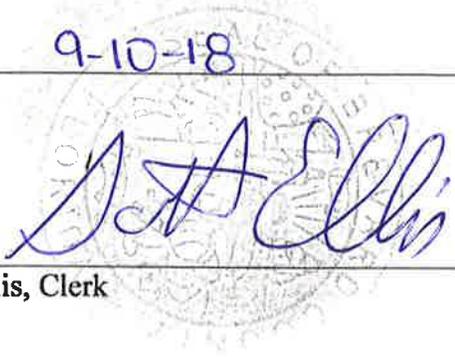
Brevard County Board of County Commissioners

By: 
Rita Pritchett, Chair

As Approved by the Board on August 21, 2018

Date: 9-10-18

Attest
By: 
Scott Ellis, Clerk



The University of Central Florida Board of Trustees

Mindy Solivan

By: Signed: Monday, September 10, 2018
Name: Mindy Solivan

Title: Assistant Director

Date: _____

Reviewed for Legal Form and Content

 8/31/18
Alexander Essee, Assistant County Attorney,
for Christine Valliere, Assistant County Attorney

MASTER AGREEMENT EXHIBIT A
Sample Task Order Template

TASK ORDER No. ____

Brevard County SOIRL Living Shoreline Monitoring

WHEREAS, BREVARD COUNTY, and UCF, have executed a Master Agreement dated _____, 2018, which is incorporated herein by reference; and,

WHEREAS, BREVARD COUNTY has requested UCF to perform a specific Scope Of Services; and,

WHEREAS, UCF has agreed to perform said service as outlined in the attached statement of work (Task Order No. __ Exhibit A).

NOW THEREFORE, in consideration of the mutual promises contained in the referenced Master Agreement to which this Task Order is incorporated therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE

The purpose of this Task Order is to provide services to the Brevard County Board of County Commissioners – Save Our Indian River Lagoon Project Program.

II. SCOPE OF SERVICES

UCF shall perform to the best of its ability, all work outlined in Task Order No. __ Exhibit A Statement of Work titled “_____”.

III. COMPENSATION GUIDELINES / PAYMENT

BREVARD COUNTY shall compensate UCF on a fixed priced basis not-to-exceed \$_____ to be paid in accordance with the payment schedule in Task Order No. __ Exhibit A.

Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, UCF shall provide additional supporting information, upon request from BREVARD COUNTY.

IV. PAYMENT SCHEDULE

UCF shall submit _____ invoices in accordance with the schedule outlined in Task Order No. __ Exhibit A, to the address outlined in the Master Agreement.

V. KEY PERSONNEL

The key technical person(s) performing the Scope of Services outlined in Task Order No. ___ Exhibit A are:

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
E-mail: _____	E-mail: _____

Their level of effort is outlined in Task Order No. ___ Exhibit A.

VI. TASK ORDER SCHEDULE

The Task Order No. ___ period of performance shall be in effect from the time of execution and continue through _____.

VII. DELIVERABLES / REPORTS

UCF shall submit required deliverables and reports in accordance with the schedule outlined in Task Order No. ___ Exhibit A to the following address:

BREVARD COUNTY
Natural Resources Management Department
2725 Judge Jamieson Way, Bldg A, Suite 219
Viera, FL 32940
Attn: _____

VIII. OTHER TERMS AND CONDITIONS

All of the terms and conditions of the Master Agreement shall apply to this Task Order as if fully set out herein unless such terms and conditions are specifically superseded by the terms and conditions of this Task Order.

IX. ENTIRE AGREEMENT

This Task Order, together with the Master Agreement, represents the entire understanding between UCF and BREVARD COUNTY

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties have caused this Task Order to be signed by their duly authorized officers or representatives effective as of the date last written below ("Effective Date").

**Brevard County Board of County
Commissioners**

**The University of Central Florida Board
of Trustees**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TASK ORDER No. __ EXHIBIT A

Statement of Work

**SAVE OUR INDIAN RIVER LAGOON PROJECT
LIVING SHORELINE MONITORING MASTER AGREEMENT
BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**

This Master Agreement (the "Agreement") is entered into this ____ day of _____, 2018 by and between Brevard County Board of County Commissioners, whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, Florida 32940 (hereinafter referred to as "BREVARD COUNTY") and the University of Central Florida Board of Trustees, having offices at 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 living shoreline monitoring services as described in specific, separate Task Orders. The parties agree in advance on these general terms and conditions that will be part of each Task Order issued under this Agreement; and

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:

1. STATEMENT OF WORK

UCF agrees to provide living shoreline monitoring services per Exhibit A - Statement of Services to be performed under this Agreement in accordance with the specific Task Orders. Each Task Order will contain independent Statements of Work, Deliverables and Periods of Performance. Each Task Order shall be signed by both BREVARD COUNTY and UCF. The Agreement shall also govern such additional Task Orders as are agreed to and executed by the parties and attached hereto by amendment to this Agreement.

2. PERIOD OF PERFORMANCE

This Agreement shall begin upon the Effective Date and shall remain in effect until September 30, 2020, unless otherwise amended. Each Task Order authorized under this Agreement shall specify a separate period of performance that is specific to the work being performed.

3. KEY PERSONNEL

The noted UCF individual(s) as indicated on Exhibit A - Statement of Services are considered key personnel essential to the services under the Agreement. UCF will seek approval from BREVARD COUNTY for any changes in key personnel. Any change in the individual(s) or their level of effort requires modification to the Task Order.

4 CONSIDERATION AND PAYMENT

(a) BREVARD COUNTY hereby agrees to pay to UCF on a fixed price basis to perform the services associated with the Task Orders authorized under this Agreement.

(b) UCF shall submit invoices in accordance with the compensation guidelines / payment schedule as set forth in the Task Orders to the following address:

(c)

BREVARD COUNTY
Natural Resources Management Department
2725 Judge Jamieson Way, Bldg A, Suite 219
Viera, FL 32940
Attn: Jane Hart

(d) BREVARD COUNTY shall send payment of the invoice amounts to the appropriate service provider within 30 days of receipt of a complete invoice.

5. 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.

6. REPORTS

UCF shall prepare and submit to BREVARD COUNTY all necessary technical information as reasonably required by BREVARD COUNTY in the performance of their respective portions of the Agreement as set forth in the Task Orders.

7. SUBAGREEMENTS

UCF shall not sublet, assign or transfer any work under this Agreement without the 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.

8. TERMINATION

This Agreement and the performance of all work under this Agreement may be terminated by any party with three (3) months written notice to all other parties. 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 9 (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. PUBLIC RECORDS AND AUDIT REQUIREMENTS

(a) In the performance of this Agreement, UCF shall keep books, records and accounts of all activities related to the Agreement 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).

(b) All records or documents created by UCF or provided to UCF in connection with the activities or services provided under the terms of this Agreement, are public records and UCF agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. UCF shall also ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(c) Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open to inspection by BREVARD COUNTY and its representatives during regular business hours and shall be retained by UCF for a period of five (5) years after completion or termination of this Agreement. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved.

(d) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to BREVARD COUNTY. If BREVARD COUNTY does not possess the requested records, it shall immediately notify UCF of the request, and UCF must provide the records to BREVARD COUNTY or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. If UCF fails to provide the public records to BREVARD COUNTY within a reasonable time, UCF may be subject to penalties under Section 119.10, F.S.

(e) UCF shall identify and ensure that all public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if UCF does not transfer the records to BREVARD COUNTY.

(f) Upon completion or termination of the Agreement, UCF shall transfer, at no cost to BREVARD COUNTY, all public records in possession of UCF or keep and maintain public records as required under this Agreement. If UCF transfers all public records to BREVARD COUNTY upon completion of the Agreement, UCF shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If UCF keeps and maintains public records upon completion or termination of the Agreement, UCF shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to BREVARD COUNTY, upon request from BREVARD COUNTY'S custodian of public records, in a format that is accessible by and compatible with the information technology systems of BREVARD COUNTY.

(g) Failure to comply with the provisions of this section shall result in BREVARD COUNTY taking enforcement action against UCF, including the cost to BREVARD COUNTY for gaining UCF'S compliance, which will include, but is not limited to, BREVARD COUNTY'S staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees. BREVARD COUNTY may also unilaterally terminate the Agreement if UCF refuses to allow public access to Public Records as required by law.

(h) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of BREVARD COUNTY, under this Agreement shall be subject to copyright by UCF in the United States or any other country.

IF UCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MARY BLAKELY AT 321-633-2014 or MARY.BLAKELY@BREVARDFL.GOV or at the mailing address below:

**Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-217
Melbourne, FL 32940**

11. INDEMNITY

(a) Unless caused by the negligence or willful misconduct on the part of BREVARD COUNTY or its representatives or employees, UCF shall, to the extent provided for by law, hold BREVARD COUNTY harmless from and against any and all claims, losses, damages, costs, expenses (including reasonable attorney's fees), and liabilities for any and all injuries to, or death of, any person, or damage to any property, in any way arising solely out of or in connection with this Agreement or activities undertaken pursuant to this Agreement, caused by the negligence, or willful misconduct of UCF, its representatives, employees or permitted assigns. UCF'S obligation to hold harmless shall survive any termination or abandonment of this Agreement, provided the act or omission occurred prior to any termination or abandonment of this Agreement.

(b) Nothing contained herein shall constitute UCF'S consent to be sued by third parties or a waiver of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, or other limitations imposed on UCF's 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. The parties make no representation as to the usefulness of research deliverables or intellectual property. If any party chooses to exploit research deliverables or intellectual property in any manner whatsoever, it does so at its own risk.

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 another, or to bind or obligate one another to any third party.

14. PUBLICATIONS

BREVARD COUNTY recognizes that under UCF policy, the results of UCF 's research must be publishable and agrees that the researchers engaged in activities under this Agreement shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of such services. BREVARD COUNTY shall review and approve any publications or presentations prepared for nonscientific audiences such as elected officials, media or the general public where the publication or presentation is not a part of a recognized scientific or academic venue.

15. PUBLICITY

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

16. CONTRACTOR REPRESENTATIVES

The following serve as the representatives of each party in the areas indicated:

TECHNICAL MATTERS:

ADMINISTRATIVE MATTERS:

University of Central Florida

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

Erica Spaulding
Proposal Manager
12201 Research Parkway
Orlando, FL 32826-3246
Ph: 407-823-2806
Email: Erica.Spaulding@ucf.edu

Brevard County

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

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

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. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Where a dispute arises from a conflict between UCF's application of this Agreement, UCF shall be responsible for addressing the resolution of the conflict to the satisfaction of BREVARD COUNTY.

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 respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary

interests, public records and indemnification shall survive termination, cancellation, or expiration of this Agreement.

19. ENTIRE AGREEMENT

This Agreement represents the entire understanding of BREVARD COUNTY and UCF 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 FIRST WRITTEN BELOW.

-Signature Page Follows-

DRAFT

EXHIBIT A
Statement of Services

UCF will provide the necessary expertise for the monitoring of newly installed living shorelines within the IRL in Brevard County as part of the Save Our Indian River Lagoon (SOIRL) Project Plan as described below.

Oyster Reef Monitoring

Key Personnel: Dr. Melinda Donnelly will lead the data management and statistical analysis, and Dr. Linda Walters will lead training and provide program oversight.

Methods: UCF will combine both breadth and depth in our monitoring design to cover large areas while also being able to statistically quantify the success of oysters and breakwaters at each site. Depth will come from emptying and measuring shell bag contents for variables listed below. Breadth will come from visual censusing large numbers of intact bags.

Data collected by temporarily removing and emptying shell bags for each bag will include: total number live oysters, shell length of first 50 haphazardly selected live oysters, numbers of live competitors (native and invasive mussels), numbers of live predators (crown conch, oyster drills, stone crabs, blue crabs, etc.), and numbers of oysters impacted by live boring sponge. All shell and live oysters will be placed in a new bag, returned to the oyster breakwater, and reattached with cable ties (or whatever restoration team used for initial attachment).

Rapid visual census data will include observing shell bags in place and recording visible numbers of live oysters, their shell lengths (first 50 encountered), and the presence or absence of bridge formation between shells, as well as recording any additional information about bag contents, including presence/absence of algal overgrowth, number and identification of macroinvertebrates on bags, depth in cm of sediment accretion on top of bags, and presence/absence of boring sponge.

One bag will be emptied and quantified for every 25 ft of shoreline. One bag will be rapidly censused for every 10 ft of shoreline. Hence, at a 100 ft site, there would be 4 bags emptied/counted and 10 bags visually surveyed. This is sufficient for statistical analyses.

Using numbers produced by a random number generator, we will randomly select bags to be emptied at each visit, ensuring by marking bags that bags are never re-visited. We will also randomly select bags for rapid visual census. As there is no disturbance to bags, visual census bags may be repeatedly visited over time. However, we will ensure no emptied bags are later visually censused in case there is disturbance to these bags when monitored.

Rapid abiotic data collection (salinity, air and water temperatures) will occur at all monitoring sites on all monitoring dates. Observations of depth of water relative to height of bags in lagoon

will also be collected every 25 ft. Additionally, areal footprint of installed oyster reef will be measured.

Frequency: After deployment, initial monitoring will occur after one month, followed by 3, 6, and 12 months in year 1. Bag integrity/substrate placement will additionally be tracked within 6 weeks of named storm events as needed during the first year.

Vegetative Living Shoreline Monitoring

Key Personnel: Dr. Melinda Donnelly will lead the data management and statistical analysis, and Dr. Linda Walters will lead training and provide program oversight.

Methods: At all locations where plants are included in shoreline design, total counts of plants deployed as part of the stabilization project will occur during each of 4 visits during the first year of monitoring to calculate percent survival. We will additionally record evidence of new growth (e.g. rhizome production of grasses, flowers, propagules, etc.) as possible during year 1.

Frequency: After deployment, initial monitoring will occur after one month, followed by monitoring at 3, 6, and 12 months out. Plant survival will additionally be tracked within 6 weeks of named storm events as needed during the first year.

Long-term, Robust Oyster Reef and Vegetative Living Shoreline Monitoring

Key Personnel: Dr. Melinda Donnelly will lead the data management and statistical analysis, and Dr. Linda Walters will lead training and provide program oversight.

Methods: In addition to the monitoring methods described above, long-term monitoring transects will be established using the following methodology at locations where long-term, robust monitoring is requested by Brevard County. To characterize the structure of the shoreline, line transects, perpendicular to shore, will be run from the subtidal zone landward through the intertidal zone and into the terrestrial ecotone at shorelines where stabilization occurs (3 randomly located transects per 100 ft of shoreline). At each transect, we will collect the following data: GPS position, habitat type, erosion severity, intertidal width, and shoreline slope. Shoreline slope will be estimated using width of intertidal habitat and change in height from lower to upper intertidal zone. The lower intertidal will be identified by presence of subtidal benthic habitat (i.e. seagrass, algal beds, mussel beds) or waterward extent of wetland vegetation and the upper intertidal will be identified by landward extent of wetland vegetation, wrack, or water-dispersed debris. Habitat types will be identified (i.e. presence and species composition of terrestrial, intertidal, or subtidal vegetation, oysters, mudflat, sand, rocks) and width of each habitat type will be measured. Percent cover of each habitat type will be determined by placing a 0.25-m² quadrat on the substrate at 1-m intervals along transects and recording type of substrate (i.e. vegetation, oysters, mud/sand, rocks, seawall) present at 25

points per quadrat using the point-intercept method. All vegetation in quadrats will be identified to species and counted. Numbers of fiddler crab burrows and visible fiddler crabs, live oysters, and other sessile invertebrates will be recorded when present. Erosion severity will be described based on depth of scarp and height of scarp on each transect.

Frequency: After deployment, initial monitoring will occur after one month, followed by monitoring at 3, 6, and 12 months out. Bag integrity/substrate placement and plant survival will additionally be tracked within 6 weeks of named storm events as needed during the first year.

DRAFT

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: University of Central Florida	
2. Fund/Account #: 1260/271010	3. Department Name: SOIRL
4. Contract Description: Services for SOIRL Living Shorelines Project Monitoring	
5. Contract Monitor: Jane Hart	7. Contract Type: CONSULTANT
6. Dept/Office Director: NRM/Virginia Barker	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hart, Jane <small>Digitally signed by Hart, Jane Date: 2018.06.13 11:27:14 -0400</small>	06/20/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Matt Lairsey Date: 2018.06.14 11:52:39 -0400</small>	08/08/2018
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valliere, Christine Date: 2018.06.14 11:52:39 -0400</small>	08/14/2018

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

March 8, 2017



MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item VI.A.1., Adoption of Save Our Indian River Lagoon Project Plan Update and the 2017 Supplement to the Save Our Indian River Lagoon Project Plan

The Board of County Commissioners, in regular session on March 7, 2017, reviewed and approved the Save Our Indian River Lagoon Project Plan Update, the Guidance for Ensuring Compliance with the Intent of the Referendum, the 2017 Supplement to the Save Our Indian River Lagoon Project Plan, and the recommended expenditures listed on the proposed February 2017 Financial Statement; and authorized the necessary budget change requests for the current Fiscal Year.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: County Manager
Finance
Budget



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

April 11, 2018

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item VI.A.1., Draft Save Our Indian River Lagoon Project Plan 2018 Update

The Board of County Commissioners, in regular session on April 10, 2018, approved the Save Our Indian River Lagoon Project Plan 2018 Update; directed staff to come back to the Board with a Comprehensive Plan to show what is going on with Utilities and to show long-term goals across the board; and authorized any necessary budget change requests for the current fiscal year.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance

Deborah Thomas

From: Gerundo, Carol <Carol.Gerundo@brevardfl.gov> on behalf of Barker, Virginia H <Virginia.Barker@brevardfl.gov>
Sent: Tuesday, August 21, 2018 1:56 PM
To: Tammy Rowe
Cc: Donna Scott; Gerundo, Carol; Deborah Thomas; Hart, Jane
Subject: Re: Item F.1. - Living Shoreline Monitoring Master Agreement and Task Order #1 - 8/21/18 BCC Meeting

You're welcome Tammy.

Have a great day as well!

Carol

From: Tammy Rowe <Tammy.Rowe@brevardclerk.us>
Sent: Tuesday, August 21, 2018 1:47 PM
To: Barker, Virginia H
Cc: Donna Scott; Gerundo, Carol; Deborah Thomas; Hart, Jane
Subject: RE: Item F.1. - Living Shoreline Monitoring Master Agreement and Task Order #1 - 8/21/18 BCC Meeting

Carol:

We will word our memorandum accordingly.

Thank you for your prompt response.

Have a great day all.

Tammy Rowe, Supervisor
Clerk to the Board
Brevard County Clerk of Courts
tammy.rowe@brevardclerk.us
321-637-2001 Ext. 49056



From: Gerundo, Carol [mailto:Carol.Gerundo@brevardfl.gov] **On Behalf Of** Barker, Virginia H
Sent: Tuesday, August 21, 2018 1:48 PM
To: Tammy Rowe
Cc: Donna Scott; Gerundo, Carol; Deborah Thomas; Hart, Jane
Subject: Re: Item F.1. - Living Shoreline Monitoring Master Agreement and Task Order #1 - 8/21/18 BCC Meeting

Hello Tammy,

Virginia let me know that we will provide originals for signatures following final County County Attorney Office and Risk Management approval.

If you have any questions, please contact Jane Hart at 321-633-2016, Ext. 56721.

Thank you.

Carol Gerundo
Administrative Assistant to the Director
Brevard County
Natural Resources Management Department
2725 Judge Fran Jamieson Way, Bldg. A., Room 219
Viera, FL 32940

From: Tammy Rowe <Tammy.Rowe@brevardclerk.us>
Sent: Tuesday, August 21, 2018 1:13 PM
To: Barker, Virginia H
Cc: Donna Scott; Gerundo, Carol; Deborah Thomas
Subject: Item F.1. - Living Shoreline Monitoring Master Agreement and Task Order #1 - 8/21/18 BCC Meeting

Hi Virginia:

According to Sally Lewis, we were supposed to receive two original agreements and two task orders at the Board meeting today, but we did not. We only have draft documents now.

When do you expect to provide those to us for the Chair's signature and attestation?

Tammy Rowe, Supervisor
Clerk to the Board
Brevard County Clerk of Courts
tammy.rowe@brevardclerk.us
321-637-2001 Ext. 49056



Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record

contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.