



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>13,220</u>	<u>9,000</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>13,220</u>	<u>9,000</u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget?      Yes X      No \_\_\_\_\_

Budget Account No.:    Fund 1226    Department 380      Unit 3162  
    Object 3401  
    Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 The Natural Areas Fund (Fund 1226) a non-ad valorem funding source.

**C. Department Fiscal Review:** *S. Neuz*

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB 2/1/17 *[Signature]*

*[Signature]* 1/20/17  
 Contract Development and Control  
 1/20/17 TA

**B. Legal Sufficiency:**  
*Anne Delgent* 1/23/17  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

## ATTACHMENT 1

### **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the University of Florida Board of Trustees, a state university authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-6002052.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

#### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide research and consultation services in the area of visitor and traffic count installation and calibration assessment in natural area lands, as more specifically set forth in the Scope of Work detailed in Exhibit A, attached hereto and incorporated herein by reference.

The COUNTY'S representative/liaison during the performance of this Contract shall be Robert Robbins, Director of the Department of Environmental Resources Management, with the telephone contact at 561-233-2400.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be as specified in Article 25.

#### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon receipt of the COUNTY's written Notice to Proceed for each Task identified in Exhibit A and complete all services by December 1, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

#### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall be a total contract amount of TWENTY-TWO THOUSAND TWO HUNDRED AND TWENTY DOLLARS (\$22,220). The CONSULTANT shall bill the COUNTY at the end of each completed task for the work done on that task in accordance with Exhibit A.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then

be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies will be reimbursed as part of the Indirect Costs (IDC) fee included in this Contract and the IDC fee shall be invoiced at 10% of the total IDC fee at the end of Task 3 and again at the end of Task 5 as set forth in the SOW, Exhibit A. The total of the IDC is included in the total contract amount as stated in Article 3(A) of this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon 30 days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit A, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT unless the CONSULTANT is itself exempt. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY unless CONSULTANT is itself an exempt entity, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 9 - INSURANCE**

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, CONSULTANT acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CONSULTANT maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

CONSULTANT agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, CONSULTANT shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve CONSULTANT of its liability and obligations under this Agreement.

**ARTICLE 10 - INDEMNIFICATION**

CONSULTANT and COUNTY acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. CONSULTANT and COUNTY agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

**ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 12 - REMEDIES**

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

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the

COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

**ARTICLE 14 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 15 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for review and acceptance, and before being eligible for final payment of any amounts due, all deliverables prepared by and for the COUNTY under this Contract in accordance with Exhibit A.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

This paragraph applies only to state universities as defined in section 1001.705, Florida



Statutes:

1) CONSULTANT will retain ownership of all intellectual property developed as part of this purchase order in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.

2) CONSULTANT grants the COUNTY a nonexclusive, non-commercial, royalty-free license to use all intellectual property developed under this contract for COUNTY purposes.

3) If this contract is paid for with federal funds, CONSULTANT will grant the awarding federal agency an irrevocable, non-exclusive, and royalty-free license to use all intellectual property developed for government purposes.

The parties agree that the CONSULTANT may use the data and analysis derived from this Agreement in any future publication, thesis, or dissertation provided that notice is given to the COUNTY and the COUNTY is recognized in the publication or document.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

#### **ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 18 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 19 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business, with reasonable notice of no less than 48 hours.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 20 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

#### **ARTICLE 21 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all

times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 22 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 23- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 24 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is approved and signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 25 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Robert Robbins, Director  
Department of Environmental Resources Management  
2300 N Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

With copy to:

Palm Beach County  
Attn: County Attorney for ERM  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Brian Prindle, Associate Director of Research  
207 Grinter Hall,  
Division of Sponsored Programs,  
Gainesville, FL 32611

With copy to:

Taylor V. Stein  
Professor and Graduate Coordinator, Forest Resources and Conservation  
School of Forest Resources and Conservation  
University of Florida  
PO Box 110410  
345 Newins-Ziegler Hall  
Gainesville, FL 32611-0410

#### **ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24- Modifications of Work.

#### **ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK**

If CONSULTANT's employees or subcontractors are required under this Contract to enter a "critical facility," as identified in Resolution R-2013-1470, as amended, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT

acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 28 – REGULATIONS: LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 29 - PUBLIC RECORDS**

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

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

shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
Sharon R. Bock, Clerk & Comptroller


PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:


By: \_\_\_\_\_  
Deputy Clerk

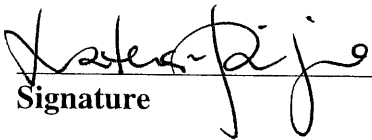
By: \_\_\_\_\_  
Paulette Burdick, Mayor

WITNESS:

CONSULTANT:

  
\_\_\_\_\_  
Signature  
Tatiana Gonzalez  
\_\_\_\_\_  
Name (type or print)

University of Florida  
 1/6/17  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature  
Natercia Principe  
\_\_\_\_\_  
Name (type or print)

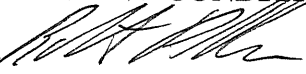
Brian Prindle  
\_\_\_\_\_  
Typed Name  
Associate Director of Research.  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_\_\_\_\_  
County Attorney

(corp. seal)

APPROVED AS TO  
TERMS AND CONDITIONS

By   
\_\_\_\_\_  
Robert Robbins, Director  
Department of Environmental Resources Management

**EXHIBIT A  
SCOPE OF WORK (SOW)**

**VISITOR AND TRAFFIC COUNTER INSTALLATION AND CALIBRATION  
ASSESSMENT OF PALM BEACH COUNTY'S NATURAL AREAS MANAGED  
BY THE DEPARTMENT OF ENVIRONMENTAL RESOURCES  
MANAGEMENT**

**1.0 BACKGROUND**

The Palm Beach County Natural Areas Program preserves and manages 31,392 acres of native habitat at 36 separate natural areas. These natural areas range in size from 3 acres to 12,869 acres and represent examples of native sub-tropical ecosystems that covered south Florida in predevelopment times. Pursuant to county referendums in 1991 and 1999, Palm Beach County has invested several hundreds of millions of dollars to acquire, restore and provide limited public use facilities on these lands. With public use facilities on 27 of the 36 natural areas, and with more being planned, the Department of Environmental Resources Management (ERM), the County agency tasked with managing these sites, has noticed an increase in visitor use. However, ERM cannot say with any reasonable accuracy exactly how many visitors utilize the natural areas or which of the sites are the most popular.

Assessing the number of people who use a particular site is an important and immediate step in evaluating and assessing recreation management. A manager is better able to assess resource impacts, plan for future facilities, and calculate the economic impact of particular recreation opportunities if visitation numbers are known. Secondly, reliable use data help agencies justify their need of adequate budget for management. Realizing the needs of visitor estimations in its natural areas, Palm Beach County is interested in installing and operating the visitor monitoring system in its natural areas. This proposal provides framework for potential work to be conducted by researchers from the School of Forest Resources and Conservation at the University of Florida to assist on this process.

**2.0 OBJECTIVES**

In order to fulfill the objectives required by this SOW, the CONSULTANT shall use Dr. Taylor Stein and his associates, to:

- a) Using cluster analysis, group Palm Beach County ERM natural areas into similar categories based on a variety of characteristics (e.g., type of area and recreation opportunities available, neighborhood population size within the specific proximity (e.g., 5 miles), and current expected use levels); and
- b) Identify the number of traffic and visitor counters and monitoring counters based on the results of the clusters and their characteristics; and
- c) Develop a schedule to install the public use counters and survey visitor use in order to calibrate the counters. In addition, work with the County to develop a questionnaire survey to be asked to visitors by the surveyors; and
- d) Use the results of the survey to develop calibration coefficients; and



- e) Work with County staff to develop a visitor monitoring strategy that involves permanently installing counters and developing a questionnaire. All work and deliverables are to be completed no later than December 1, 2017.

### **3.0 POINT OF CONTACT**

All communication from the CONSULTANT to the COUNTY associated with this SOW shall be through Palm Beach County Environmental Resources Management Department (ERM) **Robert Robbins, Director, telephone: (561) 233-2400, Email: [rrobbins@pbcgov.org](mailto:rrobbins@pbcgov.org)** . In the event Mr. Robbins is unavailable, Mr. Matthew King, Environmental Program Supervisor (561-233-2421) [mking@pbcgov.org](mailto:mking@pbcgov.org) acting as Project Manager, or Ms. Brenda Hovde, Environmental Director (561-233-2487) [bhovde@pbcgov.org](mailto:bhovde@pbcgov.org) will act as alternate contacts.

All communication from the COUNTY to the CONSULTANT associated with this SOW shall be through Dr. Taylor Stein, Professor and Graduate Coordinator, Forest Resources and Conservation, School of Forest Resources and Conservation, University of Florida, PO Box 110410, 345 Newins-Zeigler Hall, Gainesville, FL 32611-0410; (352-846-0860) [tstein@ufl.edu](mailto:tstein@ufl.edu)

All communication between the COUNTY and the CONSULTANT relative to this SOW shall be done through the Department Director unless directed otherwise by the Department Director or as specified in the Contract for Consulting/Professional Services. The role of the Project Manager is to ensure that communication between COUNTY and the CONSULTANT is frequent, consistent, and documented. This includes gathering and disseminating documentation and deliverables, schedule review, and invoice review and approval.

The COUNTY reserves the right to authorize or decline to authorize each Task in this SOW. This decision will be at the sole discretion of the COUNTY and will be communicated in writing to the CONSULTANT. CONSULTANT shall not be paid for completion of any Task unless authorized by the COUNTY and shall not be paid for Tasks undertaken but not completed or not properly completed.

### **4.0 SCOPE OF WORK**

This SOW is for conducting a study to identify the appropriate visitor monitoring approach, locations for visitor monitoring, and installation of traffic and visitor counter and camera systems. In addition, researchers will collect the visitor numbers from the installed counters and identify the appropriate calibration of those counters for reliable and valid estimates of visitation. All tasks associated with this SOW shall be conducted by the CONSULTANT unless otherwise specified within this SOW. Work will be authorized by Task and will depend on satisfactory results from each previous Task.

### **5.0 WORK BREAKDOWN STRUCTURE**

**TASK 1. Identify all sampling locations (counter installation points) for each natural area and using cluster analysis to categorize the natural areas into similar clusters or categories based on a variety of characteristics ((e.g., type of area and recreation opportunities available, neighborhood population size within the specific proximity (e.g., 5 miles), and current expected use levels). Once the clusters and their characteristics are identified, number of traffic and visitor counters and monitoring cameras will be identified.**

The intent in analyzing natural areas and counter installation locations is to have the CONSULTANT'S expertise in the analyzing and clustering natural areas into similar categories in order to efficiently locate suitable counter installation and develop a schedule to rotate the counters for the calibration coefficient survey based on the clustered areas. This task will be complete when CONSULTANT delivers a print-ready original copy of the results of the cluster analysis along with a report detailing the number, type and location of traffic and visitor counters and monitoring cameras as both a printed hard copy and as an electronic file in either Microsoft WORD or EXCEL format.

Data for the cluster analysis will be obtained by using GIS and through data collected through discussions with the ERM project team. Once the data is gathered, the CONSULTANT will conduct a cluster analysis on the data to identify similar clusters or categories for the natural areas, which will be used as an organizational starting point for the visitor assessment. Cluster analysis is a statistical procedure that helps categorize areas based on defined variables (i.e., setting characteristics), but it is only a tool. Cluster analysis does not provide clear standards of how many categories should exist and if those categories contain truly cohesive and logical areas. Therefore, when the CONSULTANT believes the cluster analysis has provided reasonable categories of areas, the CONSULTANT will present this to ERM project team. If the ERM project team and CONSULTANT will fine tune the categories so they are logical to all parties. The project will be further continued once both the CONSULTANT and ERM project team agree on the decision about categories of natural areas and the number of counters needed to sample each category of natural areas. The above mentioned documents will then be submitted to the ERM project team.

**TASK 2. Develop a schedule to install the counters and survey visitors on the natural areas in order to develop the calibration coefficient for the counters. The CONSULTANT will work with COUNTY personally to train and prepare the surveyors for the field work. The COUNTY will find, supervise and coordinate the actual surveyors.**

The intent of this task is to determine the sampling size and develop a survey schedule in order to determine the counters calibration coefficient. A sampling framework that includes the number of observations to ensure 95% confidence intervals will be

developed. This task shall be complete when the CONSULTANT delivers a survey calendar schedule in either Microsoft WORD or EXCEL format and assists in the training of personal that will conduct the survey.

**TASK 3. CONSULTANT will develop a visitor questionnaire to be asked by surveyors during the natural area survey period as developed in Task 2.**

This task shall be complete when the CONSULTANT delivers an agreed upon list of questionnaires in either Microsoft WORD or EXCEL format.

**TASK 4. CONSULTANT collects survey results and collates the questionnaire response data and determines whether the visitor use survey results are sufficient to produce statistically reliable and valid data to substantiate the results.**

The intent is to conduct enough surveys to ensure an accurate visitor counter calibration coefficient. Once the initially suggested sample size required to obtain 95% confidence interval on counter calibration coefficient is reached in each cluster categories, the CONSULTANT researchers will run the validity analysis of the data. If the observation count explains at least 80% of the variance in the counter data on each cluster categories, then only the calibration coefficient for each cluster category will be calculated. If variance explained ( $R^2$ ) is below 80% for a particular cluster zone of natural areas, the CONSULTANT researchers will identify the problem and make suggestions to the ERM Project Manager if more sampling is needed on that category to capture the unexplained variance. ERM will then decide whether to conduct additional surveys on that particular zone (s) and reanalyze the data or terminate the study. If the study is to be terminated, the County shall notify the CONSULTANT and request a final invoice for the work completed by the CONSULTANT to that time. The task shall be complete when the CONSULTANT notifies the ERM Project Manager that the sampling was sufficient to produce determine an accurate calibration coefficient.

**TASK 5. Analyze the data from the returned surveys and questionnaires to calculate the visitor counters calibration coefficients.**

This task requires the expertise of the CONSULTANT to analyze the survey results and “crunch the numbers” to determine the calibration coefficients. This task shall be complete when the CONSULTANT notifies the County that the calibration coefficients have been calculated.

**TASK 6. Develop a visitor monitoring strategy report that identifies the appropriate locations to permanently install counters to monitor the**

**visitors for extended period of time so as to capture the visitors from all seasons and see the trends of visitations in multiple years. The report will also contain the results from counters, the visitors' survey, with appropriate calibration coefficients.**

This task will be complete when the ERM Project Manager receives the deliverable as a finalized.

**TASK 7. Create a spreadsheet containing the appropriate calibration coefficients for their respective sites and clusters that ERM will use to input visitor counter results in order to calculate visitor use.**

This task will be complete when the ERM Project Manager receives the deliverables as a Microsoft Excel spreadsheet and the CONSULTANT has submitted a final invoice to ERM's Project Manager.

## **6.0 DELIVERABLES**

**TASK 1.** A print-ready original copy of the results of the cluster analysis along with a report detailing the number, type and location of traffic and visitor counters and monitoring cameras as both a printed hard copy and as an electronic file in either Microsoft WORD or EXCEL format provided to ERM's Project Manager.

**TASK 2.** A survey calendar schedule in either Microsoft WORD or EXCEL format and assists in the training of personal that will conduct the survey provided to ERM's Project Manager.

**TASK 3.** An agreed upon list of questionnaires in Microsoft WORD format provided to ERM's Project Manager.

**TASK 4.** Notification that the sampling was sufficient to determine a reliable calibration coefficient.

**TASK 5.** A draft report is submitted with counter calibration coefficients.

**TASK 6.** Two printed copies of the finalized visitor monitoring strategy monitoring report and an electronic file of the final report in Microsoft WORD provided to ERM's Project Manager.

**TASK 7.** A spreadsheet containing the appropriate calibration coefficients for their respective sites and clusters electronic file in Microsoft EXCEL

## **7.0 REPORTING**

All data shall be maintained in an electronic format approved by the County. Returned surveys as raw data shall be returned to the County along with the final invoice upon completion of this study. Final reports shall be submitted in Microsoft WORD format. The CONSULTANT shall submit monthly e-mail reports to ERM's Project Manager by the 5<sup>th</sup> day of each month to provide a summary of work performed the previous month.

#### **8.0 SUMMARY OF DELIVERABLE AND PAYMENT SCHEDULES**

<b>Tasks</b>	<b>Budget</b>	<b>Time required</b>	<b>Task deliverables due (WKS after NP)</b>
Task 1	\$ 6,000.00	4 weeks	4 weeks
Task 2	\$ 2,500.00	2 weeks	6 weeks
Task 3	\$ 3,500.00	2 weeks	8 weeks
Task 4	\$ 1,220.00	32 weeks	40 weeks
Task 5	\$ 4,000.00	4 weeks	44 weeks
Task 6 & 7	\$ 5,000.00	4 weeks	48 weeks
<b>Total</b>	<b>\$ 22,220.00</b>	<b>48 weeks</b>	<b>48 weeks</b>

#### **9.0 PAYMENT**

Invoices may be submitted for each Task when completed and approved. The total amount for which the CONSULTANT shall be compensated shall not exceed a total contract amount of TWENTY-TWO THOUSAND TWO HUNDRED AND TWENTY DOLLARS (\$22,220), provided all Tasks are completed to County's satisfaction.