

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 23, 2018 (X) Consent () Regular
() Workshop () Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Contract for Consulting/Professional Services with Florida Atlantic University (Contract) for an amount not to exceed \$16,500 providing for shoreline surveying and mapping at the Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA) beginning from contract execution until November 30, 2018; and

B) authorize the County Administrator or designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and necessary minor amendments that do not significantly change the scope of work, or terms and conditions of the Contract.

Summary: On December 6, 2016, the Board of County Commissioners approved Bureau of Land Management (BLM) Cooperative Agreement L16AC00163 (Agreement) and Supplement 0001 (R2016-1780) for the management of JILONA for a five-year period ending July 20, 2021. The Agreement provides funding for management activities, including science and education support. The Contract provides surveying and mapping along the JILONA shoreline by FAU staff and students. The data collected will be used to calculate the loss of eroded material, track its waterward migration and assist in further development of a shoreline restoration project. The services provided by this Contract support recommended actions 1.4 and 2.6 of the JILONA climate strategy. Expenditures will be paid from the Natural Areas Fund, a non-ad valorem funding source, and will be reimbursed through the Agreement. District 1 (AH)

Background and Justification: ERM and BLM have been partners in managing JILONA since 1996. Over the last 50 years, the JILONA shoreline has experienced significant erosion, with an estimated retreat of 125 feet in some locations. This has resulted in a loss of both natural and cultural resources and currently poses a safety hazard. Climate change is expected to exacerbate erosion of the shoreline. The data gathered by FAU will be used to calculate the loss of eroded material, track its waterward migration and assist in further development of a shoreline restoration project.

Attachment:

- 1. Contract

Recommended by: *Bill Ellis* 12/13/17
Department Director Date

Approved by: *Nancy J. Bolm* 1/10/18
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$16,500	_____	_____	_____	_____
External Revenues	(16,500)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

~~NO~~ Federal Funds yes ✓

Budget Account No.:
Fund 1226 Department 380 Unit E235 Object 3401 Program _____

fed Funds?

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Bureau of Land Management (BLM) Cooperative Agreement

C. Department Fiscal Review:

S. Neunig

III. REVIEW COMMENTS

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

[Signature] 1/9/18
OFMB
SP 112 (PD) 1/4/18 *[Signature]*

[Signature] 1/9/18
Contract Development and Control

B. Legal Sufficiency:

Anne Delgant 1-10-18
Assistant County Attorney

C. Other Department Review:

Department Director

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 20____, 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 Florida Atlantic University Board of Trustees, an institution of higher education authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0385507.

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 professional services in the area of shoreline surveying and mapping, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

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

The CONSULTANT'S representative/liason during the performance of this Contract shall be as specified in Article 26.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of this contract by the Board of County Commissioners and complete all services by November 30, 2018.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of SIXTEEN THOUSAND FIVE-HUNDRED DOLLARS (\$16,500). The CONSULTANT will bill the COUNTY, at the time and in the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.
- 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. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges, and miscellaneous supplies will not be reimbursed under 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 other customers 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 one (1) year 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 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, as confirmed in writing by the COUNTY.

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 hereinunder 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 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract

with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, 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 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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 11 - INDEMNIFICATION

To the extent provided under Section 768.28 of the Florida Statutes, the CONSULTANT assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of the CONSULTANT and its officers, employees, servants, and agents while acting within the scope of their employment by the CONSULTANT. Nothing contained herein shall be construed or interpreted as (1) denying to the CONSULTANT any remedy or defense available to it under the laws of the State of Florida; (2) the consent of the CONSULTANT, its affiliates, the Board of Governors, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (3) a waiver of sovereign immunity of the CONSULTANT, its affiliates, the Board of Governors, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statutes; or (4) constituting a hold harmless agreement on the part of the CONSULTANT.

ARTICLE 12 - 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.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, FL. 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 14 - 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, and the Palm Beach County Code of Ethics. 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 judgement 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 15 - 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 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the 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 and the Bureau of Land Management, as the property owner and federal agency awarding funds for this Contract.

The COUNTY agrees that the CONSULTANT may use the data and analysis derived from this Contract in any future publication, thesis, or dissertation provided that notice is given to the COUNTY and the Bureau of Land Management and the COUNTY and Bureau of Land Management are 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 18 - 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 19 - 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 20 - 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the 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 21 - 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 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the 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 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the 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 signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand

delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

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

With copy to:

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

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

Miriam Campo, Assistant VP for Research
777 Glades Road, Building 104, Room 314
Boca Raton, FL 33431

With copy to:

Dr. Sudhagar Nagarajan, Assistant Professor
Geomatics Engineering
Department of Civil, Environmental and Geomatics Engineering
777 Glades Road, Building EG-36, Room 222
Boca Raton, FL 33431

ARTICLE 27 - 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 25- Modifications of Work.

ARTICLE 28 - 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-2003-1274, 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 29 - 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. 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 30 - 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 OR BY TELEPHONE AT 561-355-6680.

Attachments:

Exhibit A: Scope of Work

Exhibit B: Schedule of Payments

[Remainder of page intentionally left blank.]

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Melissa McKinlay, Mayor

WITNESS:

Nancy Thoman
Signature

Nancy Thoman 12-15-17
Name (type or print)

Jeri Beel
Signature

Jeri Beel 12-15-17
Name (type or print)

CONSULTANT:

Florida Atlantic University Board of Trustees

Miriam Campo
Signature

Miriam Campo
Typed Name

Assistant Vice President for Research
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

(corporate seal)

APPROVED AS TO
TERMS AND CONDITIONS

By: _____
Robert Robbins, Director
Department of Environmental Resources Management

EXHIBIT "A"

SCOPE OF WORK

BACKGROUND

The Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA) is a 120-acre site owned and managed by the U.S. Department of the Interior Bureau of Land Management (BLM) and the Town of Jupiter, which has been recognized for its remarkable array of natural and cultural resources.

The shoreline along the Indian River Lagoon, south of State Road 707, has been impacted by a variety of influences over the years including: periodic dredging of the Intracoastal Waterway channel, wave action, tidal energy, storm impacts and unauthorized recreational use. As a result, there has been significant bank erosion during the last 30 years, with an estimated shoreline retreat of up to 125 feet over the last 50 years. This has resulted in a loss of cultural resources, has likely affected adjacent seagrass, and currently poses a safety hazard to the public¹. A continued rise in sea level or changes in storm frequency/intensity will exacerbate erosion of the shoreline and require more frequent dredging of the Intracoastal Waterway channel, which is costly and may further impact coastal resources.

OBJECTIVES

The purpose of this project is to map and monitor the loss of land and resources due to active erosion along the Indian River Lagoon and Loxahatchee River, *Recommended Action 1.4* in the *JILONA Climate Strategy* prepared by Palm Beach County for BLM. The topographic and bathymetric data gathered in this project will be used to calculate the volumetric loss of eroded material, track its migration in the adjacent waterway and assist in the development of a potential shoreline restoration project, *Recommended Action 2.6* in the *JILONA Climate Strategy*.

In order to fulfill these objectives, the CONSULTANT shall:

- a) Assemble and manage staff to complete all tasks in this SOW;
- b) Provide transportation to the site;
- c) Provide sampling equipment and supplies required to complete the mapping (with the exception of a boat which is to be provided by BLM);
- d) Perform data collection, including appropriate calibration of equipment;
- e) Generate three-dimensional maps of study areas using relevant topographic/bathymetric data collected;
- f) Calculate historical and future volumetric loss of material (using historical data provided by the COUNTY); and
- g) Deliver verified data and maps on the specified due dates.

POINT OF CONTACT

Unless otherwise directed by the COUNTY, all Communication from the CONSULTANT to the

COUNTY associated with this SOW shall be through: Melissa Tolbert, Project Manager, Palm Beach County Department of Environmental Resources Management. 2300 N. Jog Road, 4th Floor, West Palm Beach, FL 33411. Phone: (561) 233-2562. E-mail: MTolbert@pbcgov.org

All Communication from the COUNTY to the CONSULTANT associated with this SOW shall be through: Dr. Sudhagar Nagarajan, Assistant Professor, Geomatics Engineering, Department of Civil, Environmental and Geomatics Engineering. 777 Glades Road, Boca Raton, FL 33431. Phone: (561) 297-3104. E-mail: snagarajan@fau.edu.

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.

Scope of Work

This project includes the collection of topographic and bathymetric data along the JILONA shoreline, generation of three-dimensional maps of the data and calculation of volumetric loss of eroded material. 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.

WORK BREAKDOWN STRUCTURE

Approximately 120 acres of Outstanding Natural Area (ONA) shown in (Figure 1) will be surveyed at low tide using a camera mounted on a UAV (Unmanned Aerial Vehicle) platform. This includes creating a 3 inch or better resolution orthomosaic and 3D Digital Surface Model (DSM) for the site. The critical areas on the shoreline will be identified by COUNTY and FAU where high resolution terrestrial laser scanning will be performed. The generated 3D topography of the shoreline around JILONA will be compared with historical data for change detection. This will be performed Bathymetric data for the intercoastal area around JILONA is collected by Florida Inland Navigation District (FIND) every year before and after dredging. This data will be processed to perform change detection with 2016-2017 bathymetric data.

The project will have the following tasks:

TASK 1: Pre-survey Planning

In order to prepare for the data collection, the project team will meet with COUNTY to discuss the logistics including, but not limited to, potential data collection dates, identification of Ground Control Point (GCP) location and selection of sites where high resolution terrestrial laser

scanning is needed.

TASK 2: Data Collection

On the day of data collection, FAU will establish control points in the pre-determined locations and perform a GPS survey. If required, a GPS reference station will be established. If not, the health status of CORS and FPRN will be checked to make sure required 2D/3D accuracy can be achieved. In collaboration with BLM and COUNTY, FAU will collect UAV based aerial images for the 120 acre JILONA site. The areas where the shoreline elevation changes up to 20 feet will be 3D scanned using Terrestrial Laser Scanning (TLS) techniques.

TASK 3: Data Processing

This task involves processing the raw data collected in TASK 2 to derive georeferenced 3D point cloud from UAV images and TLS data. The point density of the derived 3D point cloud will be at least 10 points per square feet. The point cloud will be used to generate a Digital Surface Model (DSM) for the site at a resolution 3 inches or better. The derived point cloud will be further used to generate an orthomosaic at a resolution better than 3 inches. This orthomosaic will be used to extract most recent high water line and ridge line. In addition, the historical aerial images for the years 1953, 1975, 1985, 1995, 2005, 2015 will be georeferenced using the existing control points and respective high water lines and ridge lines will be digitized for comparison. The COUNTY will provide the bathymetric data collected by FIND. That data will be converted to raster grid using kriging interpolation to facilitate the comparison with historical data.

TASK 4: Data Analysis

The overall registration accuracy of UAV images and TLS data will be provided in a table to COUNTY. Average 2D erosion of high water line and ridge line will be performed by comparing the most recent data with 1953, 1975, 1985, 1995, 2015, 2015 and 2017 data. Volumetric calculation of eroded/accreted material as compared with historical data (including the data collected before and after hurricane Irma) will be performed using derived 3D point cloud and bathymetric data.

TASK 5: Draft Deliverables

FAU will prepare a draft report along with point cloud, bathymetric elevations, and volumetric calculations. All deliverables will be in FL East NAD 83 and NAVD 88 (with respect to GEOID 12B). After providing at least two weeks for the COUNTY to review the results and draft report, a meeting between FAU and COUNTY will be scheduled to discuss project findings.

TASK 6: Final Deliverables

FAU will incorporate the COUNTY's comments and submit the final deliverables to the COUNTY within the timeframe specified in the schedule below. Final deliverables include:

- Color-coded DSM map (electronic, in Adobe PDF format, and on 11" x 17" pages);
- Isopach map of the 2017 survey versus historical survey (electronic, in Adobe PDF format, and on 11" x 17" pages);
- Digitized shoreline in shape file format
- 3D point cloud and bathymetric elevations (in electronic format); and
- Report summarizing methodologies, volumetric calculations and results (electronic, in

Microsoft WORD and Adobe PDF formats, and on 8 ½” x 11 pages).

Task 7: Post Storm Data Collection (Optional)

In the case of a new storm event after original data collection, FAU will collect UAS data for the shoreline and process them to perform change detection on high water line, ridge line and 3D topography. This optional task will be performed only if both COUNTY and FAU agree that it is required.

REPORTING

All data shall be maintained in an electronic format approved by the County. The CONSULTANT shall submit monthly progress reports by e-mail to Ms. Melissa Tolbert. Final deliverables shall be submitted as detailed in TASK 6.

SUMMARY OF DELIVERABLE AND PAYMENT SCHEDULES

Task		Duration	Amount
Task 1	Pre-survey Planning	January 30 – February 28, 2018	\$1,000
Task 2	Data Collection	March 1 – May 31, 2018	\$2,000
Task 3	Data Processing	May 1 – June 30, 2018	\$5,000
Task 4	Data Analysis	July 1 – August 31, 2018	\$4,000
Task 5	Draft Deliverables	September 1 – September 30, 2018	\$1,000
Task 6	Final Deliverables	October 1 – November 30, 2018	\$2,000
Task 7	Post Storm Data Collection (Optional)	June 1 – November 30, 2018	\$1,500
NOT-TO-EXCEED TOTAL			\$16,500

PAYMENT

Invoices may be submitted for Tasks by Phases when completed and approved as outlined in Exhibit B. The total amount for which the CONSULTANT shall be compensated shall not exceed a total contract amount \$16,500, provided all Tasks are completed to County’s satisfaction.

References

1. Palm Beach County Department of Environmental Resources Management, 2016. *Jupiter Inlet Lighthouse Outstanding Natural Area, Responding to the Changing Climate.* 47 pp.
2. U.S. Department of the Interior, Bureau of Land Management – Eastern States, 2010. *Jupiter Inlet Lighthouse Outstanding Natural Area Comprehensive Management Plan and Environmental Assessment.* 200 pp.
http://www.blm.gov/style/medialib/blm/es/jackson_field_office/jupiter_ona/jilona_plan/jupiter_plan.Par.11697.File.dat/Jupiter%20Inlet.pdf

Jupiter Inlet Lighthouse Outstanding Natural Area

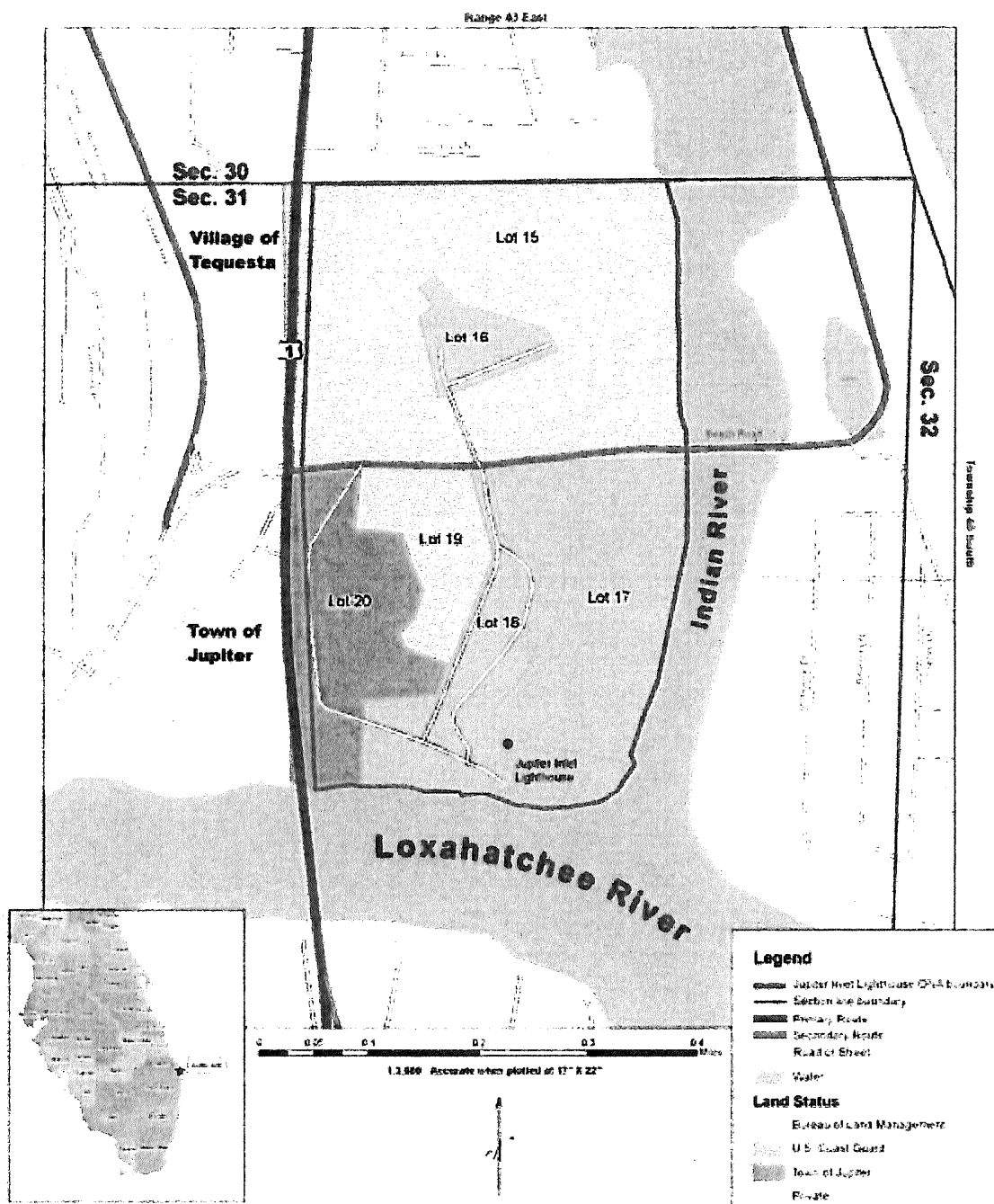


EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

- Tasks to be Completed: Pre-survey Planning (Task 1), Data Collection (Task 2) and Data Processing (Task 3)
- Completion Time: June 30, 2018
- Compensation for Phase 1: \$8,000
- Deliverable(s) Required: Processed TLS and bathymetric elevations

PHASE 2

- Tasks to be Completed Data Analysis (Task 4), Draft (Task 5) and Final Deliverables (Task 6)
- Completion Time: November 30th, 2018
- Compensation for Phase 2: \$7,000
- Deliverable(s) Required: Draft and Final Reports along with all items outlined in Task 6

Optional Task 7

- Task to be Completed: Post Storm Data Collection (Task 7)
- Completion Time: November 30th, 2018
- Compensation for Optional Task: \$1,500
- Deliverable(s) Required: Processed TLS and bathymetric data along with all items outlined in Task 6 to be included with Phase 2 Final Deliverables.