

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: U.S. Department of Commerce Contract # _____
Nature Conservancy Effective Date: 8/15/07
Expiration Date: 1/31/09

Contract Purpose/Description:
Approval of a joint project agreement among the U.S. Department of Commerce National Oceanic and Atmospheric Administration National Ocean Service and Monroe County Board of County Commissioners Tourist Development Council of Monroe County and The Nature Conservancy Florida Keys Program, to carry out data collection and analyses services. TDC payment will be \$30,000, FY 2008 and \$30,000, FY 2009.

Contract Manager: Maxine Pacini 3523 TDC # 3
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 8/15/07 Agenda Deadline 7/31/07

CONTRACT COSTS

Total Dollar Value of Contract: \$ 60,000 Current Year Portion: \$ 30,000
FY 08
Budgeted? Yes No Account Codes : 116-76065-530340-106G-250-X-530340
Grant: \$ _____
County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>7/12/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stewart</u>	<u>7/12/07</u>
Risk Management	<u>7-23-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stewart</u>	<u>7-23-07</u>
^{EC} O.M.B./Purchasing ^{C 7/20/07}	<u>7/20/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>R. Post</u>	<u>7/21/07</u>
County Attorney	<u>7/18/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Grimsley</u>	<u>7/19/07</u>

Comments: _____

A JOINT PROJECT AGREEMENT

AMONG THE

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE**

AND

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
TOURIST DEVELOPMENT COUNCIL OF MONROE COUNTY**

AND

**THE NATURE CONSERVANCY
FLORIDA KEYS PROGRAM**

NOS Agreement Code: MOA-2007-019/7442

I. JOINT PARTNERS AND PURPOSE

- A. This Joint Project Agreement (JPA) is made and entered into by and among the following Partners: U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS) acting through its Office of Management and Budget, Special Projects Division (SP), its National Marine Sanctuary Program, Florida Keys National Marine Sanctuary (FKNMS), and its National Centers for Coastal Ocean Science (NCCOS) with SP serving as the coordinating partner for all NOS partners; The Monroe County Board of County Commissioners (BOCC), acting through its Tourist Development Council of Monroe County (TDC); and The Nature Conservancy, acting through its Florida Keys Program (TNC) to provide a framework for cooperation among parties with respect to the performance of the activities described herein.
- B. The general purpose of this agreement is to fund and carry out the data collection and analyses required to estimate a) tourist and recreational uses of the Florida Keys/Key West and surrounding waters, which comprise the FKNMS, b) the economic value and importance of marine recreational and tourists uses of the area, and c) the economic importance of tourism and recreation in terms of sales/output, income and employment to local and regional economies. In addition, the project integrates several other research efforts being supported by other elements of NOS, including research to support the project entitled "Coral Reef Ecosystem: Societal Values, Preferences and Policy Management" funded by NCCOS through a sub-contract with the University of Massachusetts-Amherst, Human Dimension Program (main contract for the NCCOS Science Program is with I.M. Systems Group) and research on the socioeconomic impacts of global climate change/coral bleaching in the FKNMS funded by NOAA's Coral Reef Conservation Program. A more detailed description of the deliverables to be produced under this agreement appears in Section VI: Deliverables, below.

The current scope of this agreement is limited to the visitor/tourist segment of users due to current shortage of available funds. The partners agree to pursue additional funding to cover the costs of including surveys of the resident population of Monroe County/Florida Keys. When and if funds are obtained, this Agreement will be amended.

This JPA is among NOS with SP coordinating efforts with FKNMS and NCCOS, BOCC/TDC, and TNC; however, other agencies and private organizations will be involved in conducting the necessary work to complete the deliverables described in this agreement. Some of these organizations will be determined through contracts and sub-contracts. The Partners will negotiate with the State of Florida, Department of Parks and Recreation and some private campground owners to provide free campsites to the Bicentennial Volunteers Association, Inc. that will conduct survey interviews with visitors to the area.

II. BACKGROUND

- A. The study to be undertaken under this agreement is an approximately 10-year replication of a study done in 1995-96 entitled “Linking the Economy and Environment of the Florida Keys/Florida Bay” and an approximately 5-year replication of a study entitled “Socioeconomic Study of Reefs in Southeast Florida”. These two studies provided baseline measures for recreation/tourism in the Socioeconomic Research and Monitoring Program for the FKNMS.
- B. This study also attempts to integrate several efforts being funded by NOAA, the State of Florida and the TNC. NCCOS has a five-year project entitled “Coral Reef Ecosystems, Societal Preferences and Policy/Management”. NOAA’s Coral Reef Conservation Program (CRCP) is funding an effort to estimate the socioeconomic impacts of climate change/coral bleaching. Both efforts have chosen the FKNMS as the area of application. The surveys included in this JPA will provide a platform for these efforts to get the necessary information to support their analyses. In addition, the Florida Reef Resiliency Program (FRRP) is a partnership between the FKNMS, TNC and the State of Florida to evaluate the reef system extending from the reefs off Martin County, Florida south through Monroe County/FKNMS. The Partners will strive to ensure efforts are integrated, that duplication of efforts is avoided, and socioeconomic information obtained is consistent across all areas. A consolidated Information Collection Request (ICR) has been submitted to the U.S. Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA) that covers all the project partners’ objectives.
- C. All reports for the baseline 1995-96 and 2000-2001 studies are posted in portable document format (pdf) on the following web site: <http://marineeconomics.noaa.gov>.

III. MUTUAL INTEREST OF THE PARTNERS

- A. This project is of mutual interest to the Partners because recreation/tourism is the predominant use of the FKNMS and accounts for 50-75% of the Monroe County economy. The information obtained from this project is the equivalent to the economic censuses conducted by the DOC, Bureau of the Census and used by all levels of government and the private sector in government and business planning. For example, NOS will utilize this data to determine: the effects of tourism on sanctuary resources; the impact of National Environmental Policy Act regulations on the sanctuaries; the cost of special use permits within the sanctuary; and the allocation of resources and enforcement personnel.
- B. The work to be conducted under this project will be done through a combination of efforts by the Partners and through contracts, sub-contracts and cooperative agreements.
- C. SP has coordinated efforts across all project Partners in designing sample designs and questionnaires to meet all project Partner objectives and submitted a consolidated ICR for OMB approval under the PRA.

- D. NOAA certifies that this project cannot be done at all or as efficiently without the participation of the other Partners and this project is essential to a Department program.
- E. All project partners are contributing funds through this agreement in order to get the project, as a whole, completed. However, the primary purpose of this agreement is to conduct the study described in II.A and II.B, above.

IV. AUTHORITIES

- A. The legal authority for NOAA and the other Partners to enter into this agreement is the DOC Joint Project Authority of 15 USC 1525 (second paragraph), which authorizes the Secretary of Commerce to enter into joint projects with nonprofit, research, or public organizations, state, and other Federal agencies on matters of mutual interest, the cost of which is equitably apportioned.
- B. The programmatic authorities of NOAA for this agreement are:
 - 1. National Marine Sanctuaries Act, also known as Title III of the Marine Protection, Research, and Sanctuaries Act, 16 U.S.C. 1431 et seq., as amended by Public Law 106-513;
 - 2. Florida Keys National Marine Sanctuary and Protection Act, Public Law 101-605, Sec 7 (5).

V. RESPONSIBILITIES OF THE PARTNERS

The responsibilities of SP, FKNMS, and NCCOS described below are contingent upon Office of Management and Budget (OMB) approval of all project survey sample designs and questionnaires under the Paperwork Reduction Act and the availability of appropriated funds to the agencies.

- A. General: NOS (SP, FKNMS and NCCOS), BOCC/TDC, and TNC are hereby identified as the Partners. Actual costs for the work governed by this agreement are estimated to total approximately four hundred and sixty-four thousand, nine hundred and thirty-seven dollars (\$464,937), of which one hundred and sixty nine thousand, nine hundred and thirty seven dollars (\$169, 937) is to be provided by SP from funds received through NOAA's Coral Reef Conservation Program, one hundred ninety-five thousand dollars by NCCOS (\$195,000), sixty thousand dollars (\$60,000) by TDC through the BOCC, and forty thousand dollars (\$40,000) by the TNC. An in-kind cost waiver for campsites for the Bicentennial Volunteers Association, Inc. will be negotiated with the State of Florida Department of Parks and Recreation. This cost contribution is estimated at thirty-two thousand and seven hundred and sixty dollars (\$32,760). See Attachment A for estimated costs and funding distribution by Fiscal Year, and total project contributions by each partner. Although funding contributed by each Partner is not equal, all Partners are

considered to be full and equal partners in the conduct of this work and have full and equal rights to ownership and use of all project data, analyses, and reports, except as limited under applicable law with regard to survey data.

Each party agrees to discharge its responsibilities under this agreement in cooperation and coordination with the other Partners.

B. SP agrees to:

1. Provide the services of Dr. Vernon R. (Bob) Leeworthy to serve as the project leader and Peter C. Wiley to assist with economic analyses, report writing and posting of project reports on the Coastal and Ocean Resource Economics Program web site.
2. Help design all survey sample designs and questionnaires to meet all PARTNERS objectives and provide to all PARTNERS for review and approval. In addition, to be responsible for all activities related to getting OMB approval of all survey sample designs and questionnaires.
3. Fully participate in planning and conducting research in analyzing and interpreting analysis results, and in disseminating research results and publishing findings.
4. Coordinate all project activities and take final responsibility for completion of all deliverables described in Section VI.
5. Provide \$169,937 in project funds obtained from NOAA's Coral Reef Conservation Program.
6. Pool identified NOAA and TDC funds, except those of NCCOS and TNC, which will be done through separate existing contracts with the University of Massachusetts-Amherst (UMASS), and enter a contract to complete all project work. UMASS will be implementing the survey developed by the project partners.
7. Obtain Florida Department of Transportation permit to conduct highway survey.

C. FKNMS agrees to:

1. Participate in survey development by providing agency objectives and reviewing and approving all project reports and deliverables.
2. Provide the part-time services of a FKNMS employee in the Key Largo area to handle all tasks associated with the highway survey traffic sign placement and monitoring.

3. Provide logistical support to the Bicentennial Volunteers such as access to telephones, fax machines and copy machines at the Key Largo, Marathon, and Key West Offices.
4. Provide storage space for survey materials at the Key Largo, Marathon and Key West Offices. In addition, provide storage space at the Key Largo Office for traffic signs and cones used in the highway survey.

D. NCCOS agrees to:

1. Providing project funds of \$195,000 through a sub-contract with the University of Massachusetts-Amherst, Human Dimensions Program (main contract is with I. M. Systems Groups to support NCCOS Science) under the project entitled "Coral Reef Ecosystems, Societal Preferences and Policy/Management". Funds will be used for project management, data collection, analysis and reports under the direction of Dr. David Loomis.

E. BOCC agrees to:

1. Utilize the TDC, its administrative office, and the contracted agencies for advertising and public relations to discharge BOCC's responsibilities under this agreement.
2. Participate in developing survey sample designs and questionnaires, analyzing data collected, and reviewing and approving all project reports and deliverables.
3. Employ its best efforts to:
 - a) Secure prizes for a lottery/sweepstakes to support the visitor/tourist survey and/or incentives for survey respondents;
 - b) Help secure campsites or other accommodations for the Bicentennial Volunteers if the State of Florida cannot provide campsites, wherever possible pursuing complimentary or discounted accommodations;
 - c) Provide public relations support by working with local media and businesses in reporting project objectives and communicating project progress;
 - d) Negotiate access for project interviewers to business establishments for survey purposes;
 - e) Provide contact information for business establishments; and
 - f) Provide event schedules and other logistical support for scheduling project interviews.
4. Provide \$60,000 in project funds to NOAA over two years at \$30,000 per year. \$30,000 will be paid upon receipt of the winter visitor/tourist on-site survey data.

\$30,000 will be paid upon receipt of the summer visitor/tourist on-site survey data. Funding is contingent upon an annual appropriation by the BOCC.

5. Provide the services, the TDC Market Research Director, currently Jessica Bennett, to serve as local project point of contact for the visitor/tourist survey.

F. TNC agrees to:

1. Participate in developing survey sample designs and questionnaires and in reviewing and approving all project reports and deliverables.
2. Employ its best efforts to provide public relations support by working with local media and businesses in reporting project objectives and communicating project progress.
3. Provide \$40,000 in project funds through a separate contract with the University of Massachusetts – Amherst, Human Dimensions Program as described in Section V.B.6.

VI. DELIVERABLES

The following work products shall be delivered by SP to the PARTNERS, consistent with the terms of this agreement and the Budget and Timeline herein incorporated and made part of this agreement as Attachment A. All budget items are “best estimates” since the work will be done through contracts, sub-contracts and/or cooperative agreements.

- A. OMB approved questionnaires and sample designs for surveys of residents of Monroe County and non residents or visitors/tourists to Monroe County.
- B. All data and documentation from visitor/tourist surveys in formats useable by the Partners.
- C. Quarterly status reports summarizing progress on the project and preliminary data analyses as they become available.
- D. Final reports and analyses of the data collected, to include the following:
 1. Estimates of total number of tourist visitors and extent of use (person-trips and person-days) by user group (Auto, Air and Cruise Ship), by season (summer and winter), and by major geographic areas (Upper Keys, Islamorada, Marathon, Lower Keys, and Key West).
 2. Profiles of the visitor/tourist users including information on age, race/ethnicity, sex, education level, income, activity participation, spending in the local and

regional economies, importance/satisfaction ratings for natural resource attributes, facilities and services.

3. Estimates of the economic impact (sales/output, income and employment) of tourists/visitors to the Florida Keys/Key West on the Monroe County economy and the South Florida economy (Broward, Miami-Dade and Monroe counties).
4. Estimates of net economic user value associated with uses of the natural resources of the FKNMS by visitors to the Florida Keys/Key West.
5. Information on the knowledge, attitudes and perceptions of visitors to the Florida Keys/Key West on the management strategies and regulations of the FKNMS.

VII. OWNERSHIP OF DATA AND DELIVERABLES

All Partners to this Agreement shall be joint owners of, and shall have complete and equal access to, all project data and deliverables, except as limited by applicable law with respect to confidential survey data. (Names and addresses of survey participants will be removed from all databases before distribution).

All Partners and other participants in the project shall be appropriately acknowledged in deliverables and any subsequent published accounts of this project.

VIII. THIRD PARTY LIABILITY

Liability by the Federal Government for acts of its employees is governed by the Federal Tort Claims Act and other Federal Statutes. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity and the limitations set forth by Florida and Federal law.

Each party to this agreement shall be solely responsible for all damages or injuries to all persons or property caused by acts or omissions of its employees in connection with such party's work under this agreement to the extent allowed by Federal and Florida law.

IX. AMENDMENTS

- A. This Agreement may be amended at any time by the mutual written consent of the Partners.
- B. This Agreement will be reviewed periodically, but not less than annually. It may be subject to reconsideration at such times as may be required and as agreed to by the Partners entering into this Agreement.

X. RESOLUTION OF DISAGREEMENTS

- A. Nothing herein is intended to conflict with current NOAA, BOCC, or TNC directives or policies. If the terms of this Agreement are inconsistent with existing directives of any of the parties entering this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions of this Agreement not affected by inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, such changes as are deemed necessary will be accomplished by either amending this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of the Partners.
- B. Should disagreement arise as to the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each Partner and presented to the other Partners for consideration at least 10 days prior to forwarding to respective higher quarters for appropriate resolution.

XI. TERM OF AGREEMENT

- A. This Agreement becomes effective when all Partners sign it.
- B. This agreement will remain in effect until December 31, 2009, or until terminated by mutual written agreement of the Partners. Any Partner may terminate its participation in this agreement by giving the other Partners 30 days advance written notice.

XII. BILLING

Invoices to The Monroe County Tourist Development Council should be sent to the following:

Monroe County Tourist Development Council
1201 White Street, Suit 102
Key West, FL 33040

Fiscal and Accounting Data:

NOAA DUNS: 78-4769085

NOAA EIN: 52-0821608

NOAA Appropriation Code (for collection): 13x1450

CBS ACCS:

BOCC/TDC DUNS: 073876757

BOCC/TDC EIN: 59-6000749

XIII. POINTS OF CONTACT

1. SP

Dr. Vernon R. (Bob) Leeworthy
Leader, Coastal and Ocean Resource Economics Program
NOAA/NOS/Special Projects – N/MB7
1305 East West Highway, SSMC4, 9th floor
Silver Spring, MD 20910
Telephone: (301) 713-3000 ext. 138
Fax: (301) 713-4384
E-mail: Bob.Leeworthy@noaa.gov

2. NCCOS

Alicia Jarboe
National Centers for Coastal Ocean Science – N/SCI
1305 East West Highway, SSMC4, 8th floor
Silver Spring, MD 20910
Telephone: (301) 713-3020 ext. 182
Fax: (301) 713-4353
E-mail: Alicia.jarboe@noaa.gov

3. FKNMS

LCDR David Score
Superintendent, Florida Keys National Marine Sanctuary
33 East Quay Road
Key West, FL 33040
Telephone: (305) 809-4700
Fax: (305) 293-5011
E-mail: david.a.score@noaa.gov

4. TDC

Jessica Bennett
Director of Market Research
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040
Telephone: (305) 294-1936
Fax: (305) 296-0788
E-mail: research@fla-keys.com

5. TNC

Chris Bergh


Director, Florida Keys Program
The Nature Conservancy
P.O. box 420237
Summerland Key, FL 33042
Telephone: (305) 745-8402 ext. 108
Fax: (305) 745-8399
E-mail: cbergh@tnc.org

(Signature page follows)

APPROVALS

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed:

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

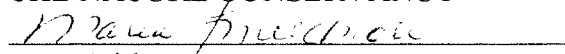


John H. Dunningan, Assistant Administrator
for Ocean Services and Coastal Zone
Management

Date

9/2/07

ACCEPTED AND APPROVED FOR THE
THE NATURE CONSERVANCY



Name/Title: **MARIA F. MELCHIORI**
CHIEF OPERATING OFFICER
7/10/07
Date

Legal: JH
7/5/07
ACCEPTED AND APPROVED FOR THE
MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

Name/Title:

Date

ATTEST: _____

Name/Title:

Susan M. Grumley, Asst. Cty. Atty

Approved as to form and legal sufficiency:

July 19, 2007

Name/Title:

Date

ATTACHMENT A: Estimated Costs, Funding by Fiscal Year, and Total Partner Contributions

Estimates of Project Actual \$ Costs: Tourism Study
 FKNMS

	Project Total	FY 2007	FY 2008
1. Visitor Survey - On-site Components			
Highway Survey: Contract with Officers			
\$50/hr/officer x 2 officers x 4 hrs x 80 days	\$32,000	\$32,000	\$0
Overhead/Supervision @ 15%	\$4,800	\$4,800	\$0.0
Bicentennial Volunteers, Inc.			
June 15 - Aug. 31 \$45/couple/day x 7 couples x 77 days	\$24,255	\$24,255	
Jan 15 - Apr 30 \$45/couple/day x 7 couples x 105 days	\$33,075	\$33,075	\$0
Jun-Aug Mileage			
Home to Keys & return			
2,500 miles x \$0.445/mile x 7 couples	\$7,788	\$7,788	
Local Mileage in Keys			
20 miles/day/couple x \$0.445/mile x 7 couples x 77 days	\$4,797	\$4,797	
Jan - Apr Mileage			
Home to Keys & return			
2,500 miles x \$0.445/mile x 7 couples	\$7,788	\$7,788	\$0
Local Mileage in Keys			
20 miles/day/couple x \$0.445/mile x 7 couples x 105 days	\$6,542	\$6,542	\$0
Overhead/Supervision @ 15%	\$12,637	\$12,637	\$0
Campsites for Volunteers (Assuming pay for half of sites)			
Jun 15 - Aug 31 3 campsites x 77 days x \$60/night	\$13,860	\$13,860	
Jan 15 - Apr 31 3 campsites x 105 days x \$60/night	\$18,900	\$18,900	\$0
Highway Survey Signs	\$500	\$500	
Survey Form printing	\$5,000	\$5,000	\$0.0
Data input	\$10,000	\$10,000	\$0.0
sub-total	\$181,940	\$181,940	\$0
2. Visitor Survey - Mailback Components			
10,000 mailback surveys x \$0.40 x 2	\$8,000	\$4,000	\$4,000.0
10,000 reminder post cards x .24	\$2,400	\$1,200	\$1,200.0
data input	\$5,000	\$2,500	\$2,500.0
sub-total	\$15,400	\$7,700	\$7,700
sub-total (Total Survey Costs)	\$197,340	\$189,640	\$7,700
3. Analysis			
4-months Senior Researcher \$6,000/month	\$24,000		\$24,000
4-months Junior Researcher \$4,000/month	\$16,000		\$16,000
2-months Student Researchers \$2,500/month	\$5,000		\$5,000
sub-total (Analysis)	\$45,000	\$0	\$45,000
4. Reports			

Total Partner Contributions, including In-kind Support

Partner/Item	In-kind Estimated Costs	Actual \$ Contributions	Total Project Contribution
NOS			
SP			
1. Leeworthy - 3 months Salary & Benefits	\$38,400		
2. Wiley - 1 month Salary & Benefits	\$8,000		
FKNMS			
1. Highway survey traffic signs and monitoring: 80 4-hour days	\$3,200		
2. Logistical support to Volunteers: telephones, fax machines and copying	\$1,000		
3. Storage space for traffic signs and cones and questionnaires	\$900		
sub-total NOS	\$51,500	\$364,937	\$416,437
BOCC/TDC			
1. Director Market Research - Local Project Point of Contact	\$18,750		
2. Sales staff negotiating for free campsites for volunteers, prizes for sweepstakes/lottery and permissions to access local sites for surveys.	\$10,000		
3. Utilize the TDC, its administrative office for advertising and public relations supporting the survey effort.	\$7,500		
sub-total BOCC/TDC	\$36,250	\$60,000	\$96,250
TNC			
1. Staff time to support efforts to get campsites for the volunteers, public relations with local business and media.	\$10,000		
sub-total TNC	\$10,000	\$40,000	\$50,000
Total Project Costs	\$97,750	\$464,937	\$562,687