

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 11, 2013

Division: County Administrator

Bulk Item: Yes No

Department: County Administrator

Staff Contact Person: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval to enter into a contract with Erin L. Deady, PA for development of a Sustainability Action Plan with Climate Change and Energy Savings Initiatives. Request includes the base sustainability action plan and the additional climate change modeling features.

ITEM BACKGROUND: The County desires the services of a consultant to develop a premier Sustainability Action Plan, using cutting edge technologies and policies vital to the future sustainable health of this County. A nationwide search for vendors was conducted by the project manager. Six responses to the RFP were received on August 26, 2013. A publicly noticed ranking meeting was held on September 10, 2013 to rank the responses. The top proposal included additional services for climate change modeling, to help the County and its residents determine the economic effects of climate change. The *Climate Change Advisory Committee* reviewed this option at its regular meeting held September 13, 2013 and unanimously recommended that the BOCC consider approval of this option, in addition to the base Sustainability Action Plan.

PREVIOUS RELEVANT BOCC ACTION:

7-17-13: Approval to advertise an RFP to develop a Sustainability Action Plan with Climate Change and Energy Savings Initiatives. The RFP included a request for the base Sustainability Plan plus any optional services that would help the County prepare for a fully sustainable future.

10-16-13: Approval to negotiate both the sustainability base contract and the additional climate modeling services.

CONTRACT/AGREEMENT CHANGES: Not applicable

STAFF RECOMMENDATIONS: Approval .

TOTAL COST: \$199,760 **INDIRECT COST:** _____ **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: None

COST TO COUNTY: \$197,760

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty *NWC* OMB/Purchasing *Rke* Risk Management *MS*

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Erin Deady, LLC Contract # _____
 Effective Date: December 11, 2013
 Expiration Date: December 15, 2014

Contract Purpose/Description:

This contract authorizes \$199,760 for the development of a Sustainability Action Plan that includes climate change, energy savings initiatives, and climate modeling efforts.

Contract Manager: Rhonda Haag 8774 CAD M.S. #26
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 12/11/13 Agenda Deadline: 11/27/13

CONTRACT COSTS

Total Dollar Value of Contract: \$ 199,760.00 Current Year Portion: \$ 199,760.
 Budgeted? Yes No Account Codes: 001-05000-530340
 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	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	<u>11-26-13</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slus</u>	<u>11-26-13</u>
O.M.B./Purchasing	<u>11-26-13</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Gary Kipp</u>	<u>11-26-13</u>
County Attorney	<u>11-22-2013</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Stephan W. Casal</u>	<u>11-22-2013</u>

Comments: _____

**CONTRACT FOR
DEVELOPMENT OF A SUSTAINABILITY ACTION PLAN
WITH ENERGY AND CLIMATE CHANGE INITIATIVES
BETWEEN
MONROE COUNTY
AND ERIN L. DEADY, P.A.**

THIS AGREEMENT is made and entered into this 11th day of December, 2013 by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and ERIN L. DEADY P.A., ("CONSULTANT"), whose address is 1111 Hypoluxo Road, Suite 207, Lantana, FL 33462.

WITNESSETH

WHEREAS, Monroe COUNTY, Florida, encompasses the uniquely beautiful natural environment of the Florida Keys; and

WHEREAS, the Monroe County Board of Commissioners (BOCC) is dedicated to preservation of the built and natural environment; and

WHEREAS, the COUNTY recognizes the need for immediate, coordinated, and visionary action to address the impacts of a changing climate and ensure the COUNTY provides for economic and environmental resilience in Southeast Florida; and

WHEREAS, the COUNTY has been working on numerous initiatives to achieve sustainability, and a Sustainability Action Plan is required to align these individual efforts within a framework, vision and action plan; and

WHEREAS, the COUNTY issued its Request for Proposals RFP ("RFP") pursuant to state and local law to solicit proposals to develop a Sustainability Action Plan and related services; and

WHEREAS, CONSULTANT is a professional qualified to render said services and has responded to the RFP by submitting its proposal in response to the RFP ("Proposal"); and

WHEREAS, the CONSULTANT provided a proposal for the development of the Sustainability Action Plan, including sea level rise modeling services; and

WHEREAS, the CONSULTANT was the number one ranked proposer for the services; and

WHEREAS, the COUNTY desires to engage CONSULTANT to provide such services to the COUNTY according to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the COUNTY and CONSULTANT do hereby agree as follows:

Section 1. SCOPE OF SERVICES

CONSULTANT shall perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – **Exhibit A** – which is attached hereto and made a part of this agreement. CONSULTANT warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents. The CONSULTANT shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. CONSULTANT shall provide services using the following standards, as a minimum requirement:

- A. The CONSULTANT shall maintain adequate staffing levels to provide the services required under the Agreement resulting from this RFP process.
- B. The personnel shall not be employees of or have any contractual relationship with the COUNTY. To the extent that CONSULTANT uses SUBCONSULTANTS or independent CONSULTANTS, this Agreement specifically requires that SUBCONSULTANTS and independent CONSULTANTS shall not be an employee of or have any contractual relationship with COUNTY.
- C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

Section 2. COUNTY'S RESPONSIBILITIES

- 2.1 The COUNTY will provide such data as is required by the CONSULTANT and is mutually agreed upon.
- 2.2 The COUNTY will make payments as outlined in **Section 4** of this Agreement.

Section 3. TERM OF AGREEMENT

- 3.1 Except as noted below, this Agreement shall begin on the 12th day of December, 2013 and will conclude with delivery of the deliverables outlined in **Section 1** of this Agreement, which shall not be later than December 15, 2014.

Section 4. PAYMENT TO CONSULTANT

- 4.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement a lump sum amount of One Hundred Ninety Nine Thousand Seven Hundred and Sixty Dollars (\$199,760.00).
- 4.2 Payment will be made according to the Deliverable Schedule attached as **Exhibit B**, and according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. Payments will be lump sum, not time and materials. Partial payments of tasks and deliverables shall be allowed for any item over \$5,000, and Task 1b. The Provider shall submit to the COUNTY an invoice with supporting documentation in a form acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted

accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds. The Sustainability Manager will review the request, note her approval on the request and forward it to the Clerk for payment.

- 4.3 Any extension of this Agreement beyond the term noted in Section 3 is contingent upon annual appropriation by Monroe COUNTY.

Section 5. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement with or without cause upon thirty (30) days' notice to the CONSULTANT. COUNTY shall pay CONSULTANT for work performed through the date of termination.

Section 6. CONSULTANT'S ACCEPTANCE OF CONDITIONS

- A. CONSULTANT hereby agrees that he has carefully examined the RFP, her response, and this Agreement and has made a determination that he/she has the personnel, equipment, and other requirements suitable to perform this work and assumes full responsibility therefore. The provisions of the Agreement shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by CONSULTANT, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Agreement be more strongly construed against COUNTY than against CONSULTANT.
- B. Any ambiguity or uncertainty in the specifications shall not be construed against the drafter.
- C. The passing, approval, and/or acceptance by COUNTY of any of the services furnished by CONSULTANT shall not operate as a waiver by COUNTY of strict compliance with the terms of this Agreement, and specifications covering the services.
- D. CONSULTANT agrees that COUNTY Administrator or his designated representatives may visit CONSULTANT'S facility (ies) periodically to conduct random evaluations of services during CONSULTANT'S normal business hours.
- E. CONSULTANT has, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY upon request.

Section 7. NOTICES

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

To the COUNTY: COUNTY Administrator, Mr. Roman Gastesi
1100 Simonton Street, Suite 205
Key West, Florida 33040

To the CONSULTANT: Erin L. Deady, P.A.
1111 Hypoluxo Road, Suite 207
Lantana, FL 33462.

Section 8. RECORDS

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for five (5) years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Section 55.03 of the F.S., running from the date the monies were paid to CONSULTANT.

Section 9. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990

The CONSULTANT warrants that it has not employed, retained or otherwise had act on its behalf any former COUNTY officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

Section 10. CONVICTED VENDOR

By signing this agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entities Crime Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT under Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 11. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONSULTANT agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe COUNTY, Florida.

Section 12. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 13. ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe COUNTY.

Section 14. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

Section 15. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

Section 16. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to

be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement shall not be subject to arbitration.

Section 17. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 18. NONDISCRIMINATION

COUNTY and CONSULTANT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONSULTANT agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.

These include but are not limited to: Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 19. COVENANT OF NO INTEREST

COUNTY and CONSULTANT covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under

this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 20. CODE OF ETHICS

The parties understand that officers and employees of the COUNTY are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 21. NO SOLICITATION/PAYMENT

The COUNTY and CONSULTANT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 22. PUBLIC ACCESS

The COUNTY and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONSULTANT in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

Section 23. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONSULTANT in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 24. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of

the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 25. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 26. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONSULTANT agree that neither the COUNTY nor the CONSULTANT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 27. ATTESTATIONS

CONSULTANT agrees to execute such documents as the COUNTY may reasonably require, including, but not being limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, Lobbying and Conflict of Interest Clause, and Non-Collusion Agreement.

Section 28. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe COUNTY in his or her individual capacity, and no member, officer, agent or employee of Monroe COUNTY shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 29. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 30. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 31. INSURANCE POLICIES

31.1 General Insurance Requirements for CONSULTANT and SUBCONSULTANTS.

As a pre-requisite of the work governed, the CONSULTANT shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONSULTANT will ensure that the insurance obtained will extend protection to all SUBCONSULTANTS engaged by the CONSULTANT. As an alternative, the CONSULTANT may require all SUBCONSULTANTS to obtain insurance consistent with the attached schedules; however CONSULTANT is solely responsible to ensure that said insurance is obtained and shall submit proof of insurance to COUNTY. Failure to provide proof of insurance shall be grounds for termination of this Agreement.

The CONSULTANT will not be permitted to commence work governed by this contract until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below. Delays in the commencement of work, resulting from the failure of the CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONSULTANT's failure to provide satisfactory evidence.

The CONSULTANT shall maintain the required insurance throughout the entire term of this contract and any extensions specified herein. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced and/or termination of this Agreement and for damages to the COUNTY. Delays in the completion of work resulting from the failure of the CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONSULTANT's failure to maintain the required insurance.

The CONSULTANT shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance, or
- A Certified copy of the actual insurance policy.

The COUNTY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the COUNTY by the insurer.

The acceptance and/or approval of the CONSULTANT's insurance shall not be construed as relieving the CONSULTANT from any liability or obligation assumed under this contract or imposed by law.

The Monroe COUNTY Board of COUNTY Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

31.2 Insurance Requirements

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the COUNTY.

The Monroe COUNTY Board of COUNTY Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

31.3 Vehicle Liability Insurance requirements

Recognizing that the work governed by this contract requires the use of vehicles, the CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

The Monroe COUNTY Board of COUNTY Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

Workers' Compensation Insurance Requirements

Prior to commencement of work governed by this contract, the CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract. Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

31.5 Professional Liability Requirements

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the CONSULTANT shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the CONSULTANT arising out of work governed by this contract.

The minimum limits of liability shall be \$ 500,000 per occurrence/\$1,000,000 Aggregate.

Section 32. INDEMNIFICATION

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the COUNTY, its Mayor, the Board of COUNTY Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

Section 34 INDEPENDENT CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent CONSULTANT and not an employee of the Board of COUNTY Commissioners. No statement

contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, CONSULTANTS, servants or agents to be employees of the Board of COUNTY Commissioners for Monroe COUNTY. As an independent CONSULTANT the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

Section 35 COMPLETENESS OF WORK.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the _____ day of _____ 2013.

(SEAL)

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Attest: **Amy Heavilin, CLERK OF MONROE COUNTY, FLORIDA**

By _____
Deputy Clerk

By: _____
Mayor Murphy

(CORPORATE SEAL)
ATTEST:

ERIN L. DEADY, P.A.

By _____

By: *[Signature]*
Title: *President*

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date *1-23-2013*

EXHIBIT A

STATEMENT OF WORK

I. Introduction

Monroe COUNTY, with its 100 plus miles of low lying islands, has very unique attributes making it extremely vulnerable to impacts such as sea level rise and increased hurricane intensity. The Florida Keys is the proverbial "canary in the coal mine" for climate change due to the topography and geography. With its vulnerable habitat and economic dependence on the health of its terrestrial and marine ecosystems, Monroe COUNTY has much to lose by not taking a strong leadership role on these issues. By simultaneously mitigating greenhouse gas emissions ("GHG") attributable to energy use and preparing for the gradual, but accelerating, impacts of climate change, the COUNTY is proactively taking action. Because of its unique natural and terrestrial systems, it is important for the COUNTY to demonstrate leadership and a visionary role by sustainably managing its resources and preparing for future resiliency challenges.

The COUNTY has taken numerous steps towards becoming a more sustainable community and has begun to implement projects to collect data, reduce energy use, and other initiatives. With the collection of this initial data, implementation of projects and dedication of staff, a Sustainability Action Plan ("SAP") is required to consolidate these efforts, with recommendations to be integrated within the COUNTY's existing policy structure, which will then serve as the "blueprint" for taking conceptual items to action items.

The purpose of the COUNTY's Sustainability program is to create an open, transparent and participatory dialogue between local governments, community members, business owners, and other key area stakeholders concerning the COUNTY's commitment and process to implement strategies related to the triple bottom line balancing (1) economic prosperity, (2) environmental health and (3) social equity.

Almost all impacts from climate change relate to increasing air temperatures, with global sea level rise largely attributable to the thermal expansion of the oceans and melting of glaciers and ice sheets. By harmonizing efforts to create this SAP, update GHG data and take further steps to address climate change, the COUNTY is gathering all previous and current initiatives and putting them into one planning process. In addition, new climate and energy initiatives will be reviewed for appropriateness for the COUNTY. Modeling will be performed for various sea level rise scenarios in the community and the COUNTY. The result of this process will be the development of a cohesive SAP, based upon data, policy and regulations, providing a blueprint for the COUNTY (internally) and community (externally) to become more sustainable, energy efficient, and resilient to climate vulnerabilities.

II. Vision

The vision of the SAP for Monroe COUNTY is to:

- A. Describe the COUNTY and Community's GHG emissions sources and how those emissions could be expected to grow;
- B. Characterize and model various community and COUNTY sea level and climate resiliency threats;

- C. Recommend ways that the COUNTY (and Community) can achieve GHG reductions with additional co-benefits such as green job opportunities and improved public health;
- D. Provide a timeline for the SAP's implementation; and
- E. Define an Implementation Section for turning the Plan into action and transparently tracking and reporting progress toward its goals, including funding.

Implementation of a SAP shall be mindful of existing planning and policy making processes. These efforts are in addition to the previous work of the Green Initiative Task Force, Climate Change Advisory Committee and the work products from the COUNTY's EECBG grant. The COUNTY has already completed many efforts to collect data and take steps toward becoming a more sustainable organization and serve as a model for similar efforts with other agencies and the community. This work is in addition to the inclusion of energy and climate goals, objectives and policies in the 2010 Comprehensive Plan (a current effort).

Additionally, funding for recommendations that stem from any SAP is a primary focus. The approach to the SAP will include two major approaches to overcome these obstacles. First, policy recommendations should be based upon real data that will make the COUNTY more competitive for funding sustainability and climate-related initiatives with grant funds as part of a larger cohesive effort. Second, the process of tracking the success of the Plan, on an annual basis, in conjunction with its capital planning process, allows the COUNTY to constantly monitor its successes and setbacks in achieving its goals. Goals shall be qualitative and quantitative as appropriate.

III. Purpose

The development of a SAP is essential to advance the COUNTY's energy conservation and environmental sustainability goals and develop climate resiliency strategies. The SAP will serve as a blueprint for the COUNTY's new Sustainability Office and initiatives. The SAP will serve as the foundation for guiding the COUNTY's efforts to meet its objectives in this important arena and provide a tangible document that can be used to:

- 1) Highlight the COUNTY's sustainability initiatives;
- 2) Demonstrate the COUNTY's commitment to sustainability;
- 3) Reduce the effects of GHG to climate change by reducing energy consumption;
- 3) Support funding requests;
- 4) Model the effects of SLR on the community and the COUNTY; and
- 5) Educate and inform the community.

IV. Project Description: The primary project objectives are to:

- a. Provide a long term blueprint for public and private sector decision-making that substantially advances the COUNTY in its pursuit of holistic sustainability and quality of life; and

- b. Develop options for SLR scenarios and GHG reduction targets. Assumptions will be determined based on data developed by the COUNTY, new data and shall coincide with its long range planning process; and
- c. The resulting SAP shall be a collective list of a vision statement, goals, objectives, modeling results and policies incrementally building based on a mutually decided planning horizon. A 5-year planning horizon shall be referenced.

V. Project Components. The CONSULTANT shall build upon the COUNTY's previous data collection efforts.

- a. **Project Management:** Regularly meet with COUNTY's project team to coordinate data needs, access staff expertise, and ensure full understanding and agreement on scope specifications, including desired deliverable formats. Conduct meetings/presentations with COUNTY commission, COUNTY administration, COUNTY staff, and community stakeholders as to the progress of the SAP as well as any input from the departments of Plan evaluation/monitoring responsibilities.
- b. **Data collection and updating inventory development:** Data collection, existing conditions analysis, trend analysis, documentation. The COUNTY has compiled raw data and will provide this data for updating of the COUNTY Operations GHGE inventory. The data includes information regarding; electric and water/sewer utility, fleet vehicle fuel, natural gas, recycling programs. CONSULTANT shall conduct various SLR modeling efforts in conjunction with this effort.
- c. **Strategy Development:** Set targets to reduce GHG emissions in the COUNTY, technical support documentation, set goals objectives and policies.
- d. **Engage Citizens and Businesses:** Steps to build additional stakeholder support; requires coordination and collaboration with COUNTY staff/officials, participating agencies and the public throughout the project to ensure support and acceptance of preferred alternatives and policy documents by the public, COUNTY Commission and other reviewing agencies; will include coordination with COUNTY and regional partners as required to acquire available data, identify best practices and contribute to countywide and regional initiatives;
- e. **Sustainability Action Plan:** Develop strategies relative to a SAP that will be developed and prioritized by the COUNTY project team and stakeholder engagement. Focus areas could include, but not limited to the following focus areas as shaped by the project development and community input process:
 - 1. Energy efficiency

2. Energy and resource efficient land use patterns and redevelopment policies which promote the inclusion of energy conservation areas within the COUNTY's Comprehensive Plan and Land Development Code.
3. Transportation including measures to reduce vehicle miles traveled; transportation demand management; increased street and mode connectivity; complete streets; multimodal mobility planning that places emphasis on public transportation systems, reduces greenhouse gas emissions and supports energy efficient land use patterns; and energy efficient traffic control.
4. Potential for renewable power generation and energy conservation.
5. Housing including energy efficient design and construction of new housing and use of renewable resources consistent with chapter 553, Florida Statutes.
6. Recycling and environmentally responsible solid waste reduction within industry, community, and municipal.
7. Natural resources conservation that affects energy and water conservation and education of greenhouse gases (e.g., demand side water conservation to preclude need for energy intensive alternative water supplies). Also consider green space access, tree canopy, and habitat preservation.
8. Locally- based, sustainable food production to enhance economic, environmental and social health in the community.
9. Community education and outreach.
10. External Funding to implement SAP strategies and capital improvements.
11. Periodic evaluation and refinement of objectives strategies and actions to increase effectiveness.

VI. Scope of Services

The CONSULTANT will assist the COUNTY with building on and moving forward with what has already been accomplished and established as sustainability initiatives. The CONSULTANT will work collectively with the Sustainability Office, other representatives of COUNTY departments, Climate Change Advisory Committee, volunteers from the community, other governmental agencies, and utilities providers to complete the scope of work. The CONSULTANT will analyze and prioritize initiatives that effectively and efficiently meet the overall purpose of the SAP. These prioritized actions shall be linked to a cost along with estimated returns on investment and staff resources to be dedicated.

The CONSULTANT shall provide services including the tasks identified below:

1. Collection and updating of GHG data
2. Analysis and development of performance measures
2. Collaboration with COUNTY staff and stakeholders
3. Graphic and website design
4. Development of tools to monitor/evaluate progress and goals
5. SLR Model runs
6. Solicitation of public input
7. Public meeting presentations as defined by the Tasks and Deliverables
8. Coordination with other community organizers
9. Development of a premier SAP specifically suited to meet the needs of the Florida Keys and Monroe County

VII. Tasks.

The Tasks are as follows:

Task 1.0: Kick-Off Meeting & Ongoing COUNTY coordination

- a. Kick-off meeting within first month of contract initiation
- b. Minimum of at least bi-monthly calls with Project Manager
- c. Board of COUNTY Commissioners Workshops on SAP
- d. One-on-one meetings with COUNTY Project Manager and Commissioners (2) on SAP
- e. 2 Director's meetings

Task 2.0: Communications Strategy

- a. 1 Brainstorming Session on Communications Strategy
- b. Communications Strategy including approach to branding, web and Public Outreach Strategies
- c. Draft branding and web materials
- d. Final branding and web materials

Task 3.0: Baseline Assessment/Gap Analysis

- a. Identification of data sources (Baseline assessment of data including habitat, LIDAR, land use, energy data, greenhouse data, etc.)
- b. Identification of data needs (Gap Analysis)
- c. Final Data Report of existing data and needed data

Task 4.0: Energy Data Updates, Target Setting and Forecasting

- a. Energy and GHG Reduction Strategy Identification/Quantification (utilize existing energy data and projects identified)

- b. Update of Municipal Greenhouse Gas Inventory (2010)
- c. Analysis of Community Scale Emissions and Target Setting
- d. Energy and Emissions Forecasting Analysis
- e. Final energy analysis with specific projects, milestones and projected savings
- f. Presentation to BOCC for Targets and Forecasting

In these preceding Tasks, sustainability goals will define the overarching objectives and scope of the SAP. A primary piece of the goal setting is the GHG emissions reduction target along with other goals addressing issues such as affordable housing, natural resources conservation, or public transportation. The CONSULTANT'S approach shall include goal setting and revisiting the GHG reduction targets already established by the COUNTY and determine progress towards them and whether or not they need to be revised.

Task 5.0: Modeling Deliverables

- a. With COUNTY staff, determine the specific location for community-based use of the COAST model. CONSULTANT development for outreach and logistics.
- b. Working with COUNTY staff and/or other groups that will be the outreach and coordination leads, support organization of initial public meeting.
- c. Run a day-long public meeting to parameterize no-action COAST iterations. Confirm inputs with COUNTY staff.
- d. Run the COAST software to produce 3D visualizations of avoided costs for assets and SLR and storm surge thresholds stakeholders have identified.
- e. Present no-action results to COUNTY staff via webinar, review strategy for presentation at a second public meeting.
- f. Working with COUNTY staff and/or other extension groups that will be the outreach and coordination leads, support organization of a second public meeting.
- g. Run second day-long public meeting to present and review no-action results and consider, select, and customize two candidate adaptation actions to model, from among the categories of "fortify," "accommodate," and "relocate," for the asset they have chosen.
- h. Run the COAST software to produce new results under the two stakeholder-identified adaptation action scenarios.
- i. Present action scenario results to COUNTY staff via webinar, review strategy for presentation at a third public meeting.
- j. Working with COUNTY staff and/or other extension groups that will be the outreach and coordination leads, support organization of third public meeting.

- k. Present action scenario results and host discussions about their implications, in the third public meeting.
- l. Prepare final report to the COUNTY with 3D maps and cumulative expected damage tables evaluating costs and benefits for the no-action scenarios and for adaptation-action scenarios that stakeholders have designed. Include narrative interpretation of the facilitated sessions; what directions stakeholders have voiced they may wish to head with the results or see COUNTY officials examine further; and written interpretation of map and table results and what the results might suggest for policy and finance possibilities.
- m. Assemble project steering and technical review sub-groups that will oversee and provide peer commentary on all project modeling aspects
- n. Assemble, review, and synthesize existing sea level rise vulnerability data layers and assessments as conducted by Monroe COUNTY, South Florida Water Management District, and the Southeast Florida Regional Climate Change Compact.
- o. Work with COUNTY officials and stakeholders to identify gaps in existing information, and also identify needs for higher resolution and/or additional spatial datasets needed for specific infrastructural decision-support and natural resource management needs.
- p. Develop visualizations and general assessments of sea level rise vulnerabilities for Monroe COUNTY using the Nature Conservancy's Coastal Resilience 2.0 Tool, the Florida Department of Transportation's Sea level Rise Sketch Tool, and custom GIS assessments.
- q. Intersect outputs of road segments identified as vulnerable to 1 foot of sea level rise (using FDOT Sea Level Rise Sketch Tool) with priority list of road repair projects. Using this list as a guide, work with COUNTY roads department to develop a sub-list of specific road segments known to flood currently on king tides or minor storm events.
- r. Coordinate technical modeling approaches and provide outreach assistance through on-line webinars and in person presentations.
- s. Develop a draft report that describes technical approach and findings, while also providing recommendations for near-term adaptation actions, data needs and development, and policy tools for future adaptation planning cycles.
- t. Integrate draft report comments from technical reviewers, COUNTY staff, and project partners to develop final report, which will be synthesized into the Monroe COUNTY Climate and Sustainability Plan.
- u. Technical workshop on sea level rise planning, insurance, and legal issues for local governments (FL Sea Grant)
- v. Peer Review Target of 3 Reviewers
- w. TNC Coordination with open source Coastal Resilience 2.0 Tool
- x. TNC Data Collection integration

y. **TNC Participation in Community Technical Workshops**

The CONSULTANT shall use a multi-tool approach including two key focus areas: 1) COUNTY impacts, infrastructure and habitat and 2) a community based approach utilizing COAST which can be used to a) predict potential cumulative damages to user-defined assets from SLR and storms using a scenario-based approach; and b) evaluate relative costs and benefits of user-defined adaptation strategies.

On the COUNTY side, the Team will utilize the FDOT Sketch tool, the Nature Conservancy's Resilience 2.0 tool and other customized GIS work building upon work already completed to date.

On the Community based side, for COAST, although it is a technical tool, its primary value is how it connects the technical with the social, political, and economic realities of implementing local adaptation. Through proper implementation, stakeholders are drawn in to active discussions about their future. They choose the COAST inputs, from the vulnerable assets to the specific scenarios and adaptation strategies to evaluate. Using local data for vulnerable assets (real estate, infrastructure, economic activity, natural resources, human health, or other) and for candidate adaptation actions wherever possible, COAST model results generate local enthusiasm and buy-in not available through most other approaches.

Task 6.0: Goal Development and Prioritization

- a. Review of existing sustainability and climate initiatives and memorandum on same
- b. Integration of existing initiatives into STAR Index (includes 1 year STAR Subscription and Certification fee = \$3,000)
- c. Web-based Goal prioritization (Mindmixer)
- d. Draft Goal Report
- e. Final Goal Report
- f. Public Workshops-Lower, Middle & Upper Keys (3)

The STAR Community Rating System ("STAR") is the nation's first voluntary, self-reporting framework for evaluating, quantifying, and improving the livability and sustainability of U.S. communities. The framework includes social, economic and environmental dimensions of community. The CONSULTANT shall use STAR, or other appropriate method, as the method to determine an initial "rating" and then improve upon that rating over a specified period of time.

STAR is an online system that gathers, organizes, analyzes, and presents information required to meet sustainability goals. It is premised on a framework of sustainability goals, objectives and evaluation measures. Local leaders can set goals and measure progress across sustainability themes using the evaluation measures included in the Rating System. A

community can address all or some of the Goals and Objectives and determine if there are additional outcomes to measure.

Within the Goals and Objectives specific performance measures are included such as regulatory changes, land acquisitions, new policies or plans created or something as specific as increasing access to transit. The CONSULTANT has included a STAR subscription into this scope of work and will use the process as a performance management tool for the SAP. The Team is open to other methodologies for performance monitoring and tracking, but recommends consideration of STAR because of the support the organization provides and the uniformity of the rating approach.

Task 7.0: Strategy Development, Performance and Monitoring

- a. Develop strategies to meet goals
- b. Review and analyze performance measures
- c. Develop monitoring system

Task 8.0: Implementation Plan, Milestones and Schedule

- a. Review capital planning process, Comprehensive Plan and Code for additional consistency
- b. Create recommendations and actions for implementation (with projects, programs, initiatives and milestones)
- c. Review funding opportunities and constraints
- d. Prioritize recommendations as short, medium and long term

The preceding Tasks deal with the development of the actual SAP with public input from stakeholders. The SAP identifies the policies and measures that the COUNTY will take to achieve the goals defined. Per the COUNTY's request, the SAP will include policies, initiatives and strategies; updates of the GHG Inventory; a target for GHG reductions; policy recommendations; an implementation strategy and performance measures for establishing the timeframes to accomplish short, medium and long-range planning horizons. These Tasks will also involve implementation of the Communications Strategy, and portions of that relate to public involvement.

Task 9.0: Final Plan Development

- a. First Draft of SAP Outline
- b. Second Draft of SAP Outline
- c. Format of SAP
- d. Graphic design of Plan

- e. **First Draft Sustainability Action Plan**
- f. **Second Draft of Sustainability Action Plan**
- g. **Integrate Modeling Results into Sustainability Action Plan**
- h. **Public Workshop on SAP**
- i. **Final SAP**
- j. **Placement of SAP on website**

Plan Implementation, will addresses the policies and measures in the SAP. The Team will analyze financing strategies, grants and ways to implement the SAP by incorporating its recommendations into existing policy structures such as the capital improvements planning process, the Comprehensive Plan and Code of Ordinances. In this way, many recommendations can hopefully be implemented with little or no new cost to the COUNTY.

Tasks will also involve monitoring and verifying progress, which is an ongoing process beyond this scope of work including annually reporting on implementation progress and monitoring the overall sustainability of the jurisdiction using the indicators identified.

EXHIBIT B

DELIVERABLE SCHEDULE

EXHIBIT B - DELIVERABLE AND PAYMENT SCHEDULE

Tasks	Deliverables	Targeted Date	Quantity	PAYMENT
Task 1.0: Kick-off Meeting & Ongoing County coordination				
a.	Kick-off meeting within first month of contract initiation	20-Dec-13	1	\$1,500
b.	Minimum of at least bi-monthly calls with Project Manager as needed	1st and 3rd week of month	24	\$2,400
c.	Board of County Commissioners Workshops on SAP	After Draft Goal Report (June) and After Draft SAP (November)	2	\$1,600
d.	One on one meetings with County PM and Commissioners (2) on SAP	1st quarter and last quarter	10	\$1,900
e.	2 Director's meetings	1st quarter and last quarter	2	\$850
Task 2.0: Communications Strategy				
a.	1 Brainstorming Session on Communications Strategy	20-Jan-14	1	\$1,400
b.	Communications Strategy including approach to branding, web and Public Outreach Strategies	20-Feb-14	1	\$2,900
c.	Draft branding and web materials	20-May-14	1	\$3,400
d.	Final branding and web materials	20-Jul-14	1	\$1,000
Task 3.0: Baseline Assessment/Gap Analysis				
a.	Identification of data sources (Baseline assessment of data including habitat, LIDAR, land use, energy data, greenhouse data, etc.)	20-Dec-14		\$2,050
b.	Identification of data needs (Gap Analysis)	14-Jan-14		\$1,800
c.	Final Data Report of existing data and needed data	20-Jan-14	1	\$1,800
Task 4.0: Energy Data Update, Target Setting and Forecasting				
a.	Energy and GHG Reduction Strategy Identification/Quantification (utilize existing energy data and projects identified)	14-Mar-14		\$4,000
b.	Update of Municipal Greenhouse Gas Inventory (2010)	14-Feb-14		\$5,200
c.	Analysis of Community Scale Emissions and Target Setting	28-Feb-14		\$2,200
d.	Energy and Emissions Forecasting Analysis	28-Feb-14		\$1,500
e.	Final energy analysis with specific projects, milestones and projected savings	29-Aug-14	1	\$1,700
f.	Presentation to BOCC for Targets and Forecasting	28-Mar-14		\$4,000
Task 5.0: Modeling Deliverables				
COAST				
a.	With County staff, determine the specific location for community-based use of the COAST model. Team development for outreach and logistics.	15-Dec-14	1	\$400
b.	Working with County staff and/or other extension groups that will be the outreach and coordination leads, support organization of initial public meeting.	31-Jan-14	1	\$400
c.	Run a day-long public meeting to parameterize no-action COAST iterations. Confirm inputs with County staff.	28-Feb-14	1	\$3,000
d.	Run the COAST software to produce 3D visualizations of avoided costs for assets and SLR and storm surge thresholds stakeholders have identified.	7-Apr-14	1	\$6,000

EXHIBIT B - DELIVERABLE AND PAYMENT SCHEDULE

c. Present no-action results to County staff via webinar, review strategy for presentation at a second public meeting.	15-Apr-14	1	\$500
f. Working with County staff and/or other extension groups that will be the outreach and coordination leads, support organization of a second public meeting.	15-May-14	1	\$500
g. Run second day-long public meeting to present and review no-action results and consider, select, and customize two candidate adaptation actions to model, from among the categories of "fortify," "accommodate," and "relocate," for the asset they have chosen.	30-Jun-14	1	\$3,000
h. Run the COAST software to produce new results under the two stakeholder-identified adaptation action scenarios.	15-Aug-14	1	\$6,000
i. Present action scenario results to County staff via webinar, review strategy for presentation at a third public meeting.	31-Aug-14	1	\$500
j. Working with County staff and/or other extension groups that will be the outreach and coordination leads, support organization of third public meeting.	15-Sep-14	1	\$500
k. Present action scenario results and host discussions about their implications, in the third public meeting.	15-Oct-14	1	\$3,000
l. Prepare final report to the County with 3D maps and cumulative expected damage tables evaluating costs and benefits for the no-action scenarios and for adaptation-action scenarios that stakeholders have designed. Include narrative interpretation of the facilitated sessions; what directions stakeholders have voiced they may wish to head with the results or see County officials examine further; and written interpretation of map and table results and what the results might suggest for policy and finance possibilities.	10/31/2014 for penultimate draft to County; comments back from County by 11/7/14, final draft submitted to County by 11/14/14.	1	\$5,000

SEAGRANT

a. Assemble project steering and technical review sub-groups that will oversee and provide peer commentary on all project modeling aspects	31-Jan-14	1	\$1,000
b. Assemble, review, and synthesize existing sea level rise vulnerability data layers and assessments as conducted by Monroe County, South Florida Water Management District, and the Southeast Florida Regional Climate Change Compact.	14-Jan-14	1	\$3,000
c. Work with county officials and stakeholders to identify gaps in existing information, and also identify needs for higher resolution and/or additional spatial datasets needed for specific infrastructural decision-support and natural resource management needs	14-Jan-14	1	\$3,250

EXHIBIT B - DELIVERABLE AND PAYMENT SCHEDULE

d. Develop visualizations and general assessments of sea level rise vulnerabilities for Monroe County using the Nature Conservancy's Coastal Resilience 2.0 Tool, the Florida Department of Transportation's Sea Level Rise Sketch Tool, and custom GIS assessments.	31-Mar-14	\$5,000
e. Intersect outputs of road segments identified as vulnerable to 1 foot of sea level rise (using FDOT Sea Level Rise Sketch Tool) with priority list of road repair projects. Using this list as a guide, work with county roads department to develop a sub-list of specific road segments known to flood currently on king tides or minor storm events.	31-May-14	\$10,000
f. Coordinate technical modeling approaches and provide outreach assistance through on-line webinars and in person presentations.	Ongoing	\$10,000
g. Develop a draft report that describes technical approach and findings, while also providing recommendations for near-term adaptation actions, data needs and development, and policy tools for future adaptation planning cycles.	31-Jul-14	\$12,500
h. Integrate draft report comments from technical reviewers, county staff, and project partners to develop final report, which will be synthesized into the Monroe County Climate and Sustainability Plan.	15-Oct-14	\$7,500
i. Technical workshop on sea level rise planning, insurance, and legal issues for local governments (FL Sea Grant)	March 15-30	\$2,000
Indirect Cost SeaGrant		\$6,510
Peer Review Target of 3 Reviewers	Ongoing	\$3,000
a. Coordination with open source Coastal Resilience 2.0 Tool	January - May	\$2,000
b. Data Collection integration	May-July	\$2,000
d. Participation in Community Technical Workshops	Ongoing	\$3,000
Task 6.0: Goal Development and Prioritization		
a. Review of existing sustainability and climate initiatives and memorandum on same	14-Jan-14	\$700
b. Integration of existing initiatives into STAR Index (includes 1 year STAR Subscription and Certification fee = \$3,000)	14-Mar-14	\$5,300
c. Web-based Goal prioritization (Mindmixer)	31-Jul-14	\$1,500
d. Draft Goal Report	7-Jul-14	\$700
e. Final Goal Report	31-Jul-14	\$700
f. Public Workshops-Lower, Middle & Upper Keys (3)	July 25-30	\$2,600
Task 7.0: Strategy Development, Performance and Monitoring		

EXHIBIT B - DELIVERABLE AND PAYMENT SCHEDULE

a.	Develop strategies to meet goals	15-Aug-14	\$2,000
b.	Review and analyze performance measures	30-Aug-14	\$2,000
Task 8:01: Implementation Plan, Milestones and Schedule			
a.	Review capital planning process, Comprehensive Plan and Code for additional consistency	7-Sep-14	\$2,000
b.	Create recommendations and actions for implementation (with projects, programs, initiatives and milestones)	21-Sep-14	\$1,500
c.	Review funding opportunities and constraints	7-Nov-14	\$500
d.	Prioritize recommendations as short, medium and long term	15-Oct-14	\$1,000
Task 9:01: Final Plan Development			
a.	First Draft of SAP Outline	21-Sep-14	\$1,500
b.	Second Draft of SAP Outline	7-Oct-14	\$2,000
c.	Format of SAP	7-Feb-14	\$2,000
d.	Graphic design of Plan	November - December	\$6,000
e.	First Draft Sustainability Action Plan	15-Oct-14	\$6,000
f.	Second Draft of Sustainability Action Plan	15-Nov-14	\$4,000
g.	Integrate Modeling Results into Sustainability Action Plan	15-Oct-14	\$4,000
h.	Public Workshop on SAP (3)	October 20-27	\$6,000
i.	Final SAP	7-Dec-14	\$7,000
TOTAL			\$199,760

Public workshops
BOCC Workshops
One on One BOCC Briefings

MONROE COUNTY, FLORIDA

**Request For Waiver
of
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: ERIN L. DEADY

Contract for: SUSTAINABILITY AND CLIMATE PLAN

Address of Contractor: 1111 HYPOLEXO ROAD, SUITE 207
LANTANA, FL 33462

Phone: 954.593.5102

Scope of Work: DEVELOPMENT OF SUSTAINABILITY
AND CLIMATE PLAN

Reason for Waiver: Sole Proprietorship S-Corporation
EXEMPT FROM WORKER'S COMPENSATION
REQUIREMENTS

Policies Waiver will apply to:

Signature of Contractor: Erin Deady

Approved: [Signature] Not Approved: _____

Risk Management

Date

11-25-13

County Administrator appeal:

Approved: [Signature] Not Approved: _____

Date: 11/25/13

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

Administration Instruction

MONROE COUNTY, FLORIDA

**Request For Waiver
of
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: ERIN L. DEADY

Contract for: SUSTAINABILITY AND CLIMATE PLAN

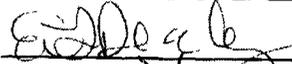
Address of Contractor: 1111 HYPOLEXO ROAD, SUITE 207
LANTANA, FL 33462

Phone: 407.593.5102

Scope of Work: DEVELOPMENT OF SUSTAINABILITY
AND CLIMATE PLAN

Reason for Waiver: SOLE PROPRIETORSHIP S-CORPORATION
EXEMPT FROM WORKER'S COMPENSATION
REQUIREMENTS

Policies Waiver will apply to: _____

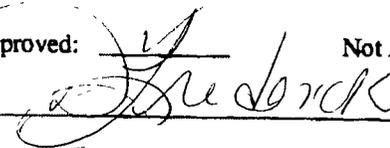
Signature of Contractor: 

Approved:  Not Approved: _____

Risk Management: _____

Date: 11-25-13

County Administrator appeal: _____

Approved:  Not Approved: _____
Date: 11/25/13

Board of County Commissioners appeal: _____

Approved: _____ Not Approved: _____

Meeting Date: _____

Administration Instruction

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY EXEMPTION**



CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW

EFFECTIVE DATE: 11/28/2013 EXPIRATION DATE: 11/28/2015

PERSON DEADY ERIN L
FEIN 453108752

**BUSINESS NAME AND ADDRESS:
ERIN L DEADY PA**

**620 WEST BLOXHAM STREET
LANTANA FL 33462**

SCOPES OF BUSINESS OR TRA

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IMPORTANT

Pursuant to Chapter 440 05(14), F S , an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter

Pursuant to Chapter 440 05(12), F S , Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt

Pursuant to Chapter 440 05(13), F S , Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section

ATTORNEY-ALL
EMPLOYEES & CLERI