THIS AGREEMENT is made and entered into this _____ day of ____________, by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and THE WOODS HOLE GROUP, INC. ("CONTRACTOR"), whose address is 107 Waterhouse Road, Bourne, MA 02532 (collectively, the "Parties").

Section 1. SCOPE OF SERVICES

CONTRACTOR shall do, 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.

CONTRACTOR shall provide the scope of services in Exhibit A for COUNTY. CONTRACTOR 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 CONTRACTOR shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

1.1 The CONTRACTOR shall maintain adequate staffing levels to provide the services required under the Agreement resulting from this RFP process.

1.2 The personnel shall not be employees of or have any contractual relationship with the County. To the extent that Contractor uses subcontractors or independent contractors, this Agreement specifically requires that subcontractors and independent contractors shall not be an employee of or have any contractual relationship with County.

1.3 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. QUALIFICATIONS NECESSARY OF CONTRACTOR

The CONTRACTOR must provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any contract with the County. The CONTRACTOR must assign specific individuals to the key positions. Once assigned to work under any contract with the County, key personnel shall not be moved or replaced without prior written notification to the County. Such notification shall be provided within three (3) business days of the change.

The CONTRACTOR must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or subcontractor, working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

The following persons will provide the services under this Agreement:

[Signatures]
M. Leslie Fields  
Project Manager overseeing FEMA CHAMP modeling, GIS services, and flood mapping

Matt Shultz  
Technical Lead overseeing and conducting review of ADCIRC/SWAN modeling, storm climatology assessment, and engineering analysis

Kirk Bosma  
QA/QC/subject matter expert for ADCIRC/SWAN modeling, storm climatology assessment, and engineering analysis

Arden Herrin  
CHAMP modeling, engineering analysis of wave runup, overtopping, and structural failure

Mitch Buck  
Engineering analysis of erosion, wave runup, overtopping, and structural failure

Alex Shaw  
CHAMP modeling, engineering analysis of wave runup, overtopping, and structural failure

Elise Leduc  
Feature delineation, database management and flood zone/BFE mapping

Grace Medley  
CHAMP modeling, engineering analysis of wave runup, overtopping, and structural failure

Nadine Sweeney  
Administrative Support

Any change to the above-listed personnel requires notification to the County, in writing, within three (3) business days after implementation of the change.

Section 3. TERM OF AGREEMENT

The initial contract term will be for five (5) years beginning August 21, 2019 or thereafter upon receipt of signed contract by both parties, renewable at the County’s option for two (2) additional consecutive 1-year terms.

Section 4. COMPENSATION

Compensation is to be made based on tasks and the completed percentage of each task Monthly. Task 1, 2, 3, and 4 will be established as a fixed cost. Task 5, 6, and 7 are hourly rates, based on work needed by County.

Section 5. PAYMENT TO CONTRACTOR

5.1 Payment will be made according to the Florida Local Government Prompt Payment Act. Any request for payment must be in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested. The CONTRACTOR must submit invoices to the appropriate offices of the Administrative Director of Permitting. The respective office supervisor and the Assistant County Administrator, who will review the request, note his/her approval on the request and forward it to the Clerk for payment.

5.2 Continuation of this Agreement is contingent upon annual appropriation by Monroe County
Board of County Commissioners.

5.3 The COUNTY will provide a notice to proceed for each task and subtask in Exhibit A.

5.4 The compensation for services in Exhibit A, will be payable based on percentage of completion of each task and subtasks. CONTRACTOR to submit an invoice monthly for services provided during the preceding month.

Section 6. 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 CONTRACTOR. COUNTY shall pay CONTRACTOR for work performed through the date of termination. The COUNTY at its' sole option can terminate the contract at any point.

Section 7. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

7.1 CONTRACTOR hereby agrees that he has carefully examined the RFP, 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 CONTRACTOR, 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 CONTRACTOR.

7.2 Any ambiguity or uncertainty in the specifications shall be interpreted and construed by COUNTY, and its decision shall be final and binding upon all parties.

7.3 The passing, approval, and/or acceptance by COUNTY of any of the services furnished by CONTRACTOR shall not operate as a waiver by COUNTY of strict compliance with the terms of this Agreement, and specifications covering the services.

7.4 CONTRACTOR agrees that County Administrator or his designated representatives may visit CONTRACTOR'S facility(ies) periodically to conduct random evaluations of services during CONTRACTOR'S normal business hours. CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY upon request.

Section 8. 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: Assistant County Administrator – Christine Hurley
1100 Simonton Street
Key West, FL 33040

To the CONTRACTOR: The Woods Hole Group, Inc.
Section 9. RESERVED

Section 10. RECORDS

CONTRACTOR 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 four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03 of the Florida Statutes, running from the date the monies were paid to CONTRACTOR.

Section 11. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010-1990 AND 020-1990

The CONTRACTOR 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 12. CONVICTED VENDOR

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 an Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR 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 13. 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 CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
Section 14. 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 CONTRACTOR 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 15. ATTORNEY’S FEES AND COSTS

The COUNTY and CONTRACTOR 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 16. BINDING EFFECT

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

Section 17. 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 18. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR 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 the issue or issues are still not resolved to the satisfaction of the parties, 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 19. 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 CONTRACTOR 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 CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
Section 20. NONDISCRIMINATION

During the performance of this Agreement, the CONTRACTOR agrees as follows:

20.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

20.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

20.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

20.4 The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

20.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

20.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

20.7 In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,
terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 21. COVENANT OF NO INTEREST

COUNTY and CONTRACTOR 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 22. CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, and Monroe County ordinances and policies 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. By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes).

Violation of terms of this contract shall result in termination of this Agreement and recovery of all monies paid hereto, suspension of the ability to bid on and perform County contracts, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

CONTRACTOR will promptly notify the COUNTY if it or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

Section 23. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR 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 CONTRACTOR 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 24. PUBLIC ACCESS

Pursuant to F.S. 119.0701, Contractor and its subcontractors shall comply with all public records laws of the State of Florida, including but not limited to:

24.1 Keep and maintain public records required by Monroe County in order to perform the service.

24.2 Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

24.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

24.4 Upon completion of the contract, transfer, at no cost, to Monroe County all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Monroe County, upon request from the public agency’s custodian of records, in a format that is compatible with the information technology systems of Monroe County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY, AT (305) 292-3470, bradley-brian@monroecounty-fl.gov, c/o Monroe County Attorney’s Office, 1111 12th St., Suite 408, Key West FL 33040.

Section 25. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR 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 26. 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 27. 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 28. 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 CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR 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 29. ATTESTATIONS

CONTRACTOR 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 30. 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 31. 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 32. 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 33. INSURANCE POLICIES

33.1 General Insurance Requirements for Other Contractors and Subcontractors. As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONTRACTOR will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONTRACTOR. As an alternative, the CONTRACTOR may require all Subcontractors to obtain insurance consistent with the attached schedules; however CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's failure to provide satisfactory evidence.

The CONTRACTOR shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. 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 CONTRACTOR 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 CONTRACTOR's failure to maintain the required insurance.

The CONTRACTOR 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 Contractor's insurance shall not be construed as relieving the Contractor 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
33.2 Insurance Requirements For Contract Between County And Contractor (Note: amounts of coverage are subject to change in final contract.)
Prior to the commencement of work governed by this contract, the CONTRACTOR 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:

$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

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.

33.3 Vehicle Liability Insurance requirements

The minimum limits acceptable shall be owner and non-owned and hired vehicles:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limit is:

$200,000 per Person
$300,000 per Occurrence
$200,000 Property Damage

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

33.4 Workers' Compensation Insurance Requirements

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

In addition, the CONTRACTOR shall obtain Employers' Liability Insurance with limits of not less than:
$100,000 Bodily Injury by Accident  
$500,000 Bodily Injury by Disease, policy limits  
$100,000 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.

33.5 Professional Liability Requirements

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor 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 Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:
$250,000 per occurrence/$500,000 Aggregate

Section 34. INDEMNIFICATION

The CONTRACTOR 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 CONTRACTOR or substantial and unnecessary delay caused by the willful nonperformance of the CONTRACTOR 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 CONTRACTOR agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONTRACTOR.

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONTRACTOR 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.

The CONTRACTOR 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 CONTRACTOR and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF each party has caused this Agreement to be executed by its duly authorized representative on the day and date first written above.
On this 5 day of August 2019, before me appeared Robert P. Hamilton, Jr., President of The Woods Hole Group, Inc., the person whose name is subscribed above, and who produced MA license as identification, or is personally known to me, and acknowledged that he/she is the person who executed the above Contract for the purposes therein contained.

Catherine A. Morey
Notary Public

Print Name

My commission expires: 1-6-23

Seal
EXHIBIT A: SCOPE OF SERVICES

Services include independently reviewing FEMA’s South Florida Coastal Risk MAP (Mapping, Assessment and Planning) development process for Monroe County.

CONTRACTOR shall prepare a summary review report for each step of the South Florida Coastal Risk MAP Study as described in the Tasks below. The summary reports shall contain professional opinion on the appropriateness of FEMA’s approach and results, and provide, whenever necessary, alternative suggestions to improve the quality of deliverables and enhance the quality of life and welfare of the community. The reports must be of quality and substance to act as supporting data and documentation of an appeal of the FEMA Risk Map work product if Monroe County deems an appeal necessary.

FEE SCHEDULE follows Task 7. COMPENSATION shall be pursuant to Section 4. of Agreement.

Task 1: Review of Existing Studies

1.1 – Coastal Discovery Report

This report provides a summary of available information that may be used during the course of the South Florida Coastal Risk MAP study.

- Data for flood risk products such as topography, transportation routes, jurisdictional boundaries, stream lines and hydrography, watershed boundaries, and publicly-owned lands.
- FEMA related products such as community assistance visits, community rating system status, coastal barrier resources systems, flood insurance policies and repetitive loss properties, Hazus – MH data, and letters of map change.
- Community level information on shore protection structures, critically eroded beaches and beach nourishment projects, critical facilities, dams, coastal high water mark data, land use, levees, mitigation plans and status, and mitigation projects.

Deliverable: NONE

1.2 – South Florida Storm Surge Study (IDS #1)

This report contains a description of FEMA’s storm surge study, including the proposed methodology, background on the study area, field reconnaissance, digital elevation model (DEM) development, mesh development, storm climatology, and selection of the storm surge validation storms.

- Creation of seamless topographic and bathymetric DEM
- Creation of 2D mesh file for ADCIRC
- LiDAR basics and ingestion of large LiDAR datasets
- Bathymetric data obtained from GEODAS, USACE Hydro Surveys, and other possible sources of data
Conversion from tidal datums to orthometric datums
- Creation of mesh QC tools
- Storm parameter and structure tests
- Tropical cyclone parameter analysis and synoptic climatology
- Validation of simulated peak surges and wave conditions with measured data

Deliverables:

1. Consultant will prepare draft reports for Monroe County staff review summarizing the findings. Inconsistencies or deficiencies in the data analysis or study methods will be identified and described in the report.
2. Consultant will prepare a final report to address staff comments on draft report.

1.3 – South Florida Storm Surge Study (IDS #2)

This report describes the storm surge and wave model setup, validation of the model, and development of the statistical methods and related testing.

- ADCIRC and SWAN controls and forcing
- ADCIRC model spatial attributes
- Model validation using tide harmonic constituent data, surge descriptions and measurements, tide gage data, high water mark data, and wave buoy data
- Calibration/verification of storms: wind and pressure fields

Production of synthetic storms: meteorological parameters and tracks

Deliverables:

1. Consultant will prepare draft reports for Monroe County staff review summarizing the findings. Inconsistencies or deficiencies in the data analysis or study methods will be identified and described in the report.
2. Consultant will prepare a final report to address staff comments on draft report.

1.4 – South Florida Storm Surge Study (IDS #3)

This report documents the storm surge model production run methodology and results, the statistical analyses carried out to develop the index-level water elevations, and the starting wave conditions corresponding to the 1- and 0.2-percent-annual-chance events.

- JPM Reference Set: JPM-OS storm set development
- Statistical analysis of historic tropical cyclonic storms
- Synthetic storms that characterize storm population
- Standard deviations of secondary parameters
- Effects of inclusion of secondary parameters on flooding calculations
- Effect of astronomical tide on flooding frequencies
- Effects of storms, tide amplitudes, and tide phases

Deliverables:

1. Consultant will prepare draft reports for Monroe County staff review summarizing the findings. Inconsistencies or deficiencies in the data analysis or study methods will be identified and described in the report.
2. Consultant will prepare a final report to address staff comments on draft report.

Task 2: Review of FEMA Work Maps

2.1 – Flood Risk Review Meeting

FEMA will hold Flood Risk Review Meetings in Monroe County to release the Work Maps and associated reports. Consultant will attend meetings if requested to do so by Monroe County.

Deliverable: Attendance at meetings.

2.2 – FEMA Work Maps and Coastal Flood Hazard Analysis (IDS#4 and IDS#5)

Work Maps produced during the SFL Coastal Risk MAP study will be provided to Monroe County along with IDS#4 and IDS#5 reports. The reports document analyses of overland wave propagation, wave runup and overtopping, coastal structures, storm-induced erosion and development of the Base Flood Elevations (BFEs) for the 1-percent-annual chance event used to develop coastal floodplain mapping for both open coast and inland locations. The Work Maps provide updated mapping based on the updated stillwater elevations, wave height analyses, and topography.

- PFD determinations
- Limit of Moderate Wave Action (LiMWA) delineations
- Inland limits of the 1% and 0.2% chance floods
- Identification of coastal gutter lines and BFEs

Deliverables:

1. Consultant will prepare draft reports for Monroe County staff review summarizing the findings. Inconsistencies or deficiencies in the data analysis or study methods will be identified and described in the report.
2. Consultant will prepare a final report to address staff comments on draft report.

2.3 – FEMA Work Maps and Current Effective FIRMs Comparison

Consultant will review the FEMA Work Maps (FIRMs) in comparison with the effective maps and will work with County to identify a subset of transects for detailed examination, based on modeling. Consultant will provide supporting engineering calculations to determine inconsistencies with FEMA’s draft maps and modeling related to VE/AE boundaries, inland limits of the 1% and .2%
annual chance of floods, limit of moderate wave action (LiMWA), and Base Flood Elevations. GIS shapefiles used to create the DRAFT FIRMs will be compared to the consultant output to verify consistency with model results and mapping standards. Errors, inconsistencies, and recommendations for improvement will be provided for consider by county and county will decide whether comparison will be presented to FEMA and their contractors. If County decides to present to FEMA and their contractors, consultant will do so.

Deliverables:

1. Consultant will prepare draft reports for Monroe County staff review summarizing the findings. Inconsistencies or deficiencies in the data analysis or study methods will be identified and described in the report.
2. Consultant will prepare a final report to address staff comments on draft report.
3. Present to FEMA, if requested by the County.

Task 3: Review of FEMA Preliminary FIRMs

3.1 – Flood Community Consultation Officers (CCO) and Public Meetings

FEMA will hold CCO and public meetings in Monroe County to release the Preliminary FIRMs and FIS. Consultant will attend meeting if requested to do so by Monroe County.

3.2 – FEMA Preliminary FIRMs and Flood Insurance Study

Preliminary FIRMs produced during the SFL Coastal Risk MAP study will be provided to Monroe County along with the revised Flood Insurance Study (FIS). The FIS report will document the steps taken to prepare the FIRMs and will provide a transect by transect summary of return period water levels, as well as wave conditions and wave setup values for the 1-percent-annual-chance event. Supporting data used and created by FEMA during the Risk MAP study will be provided to the County for review and comment.

- 1% and 0.2% wave conditions
- 1% and 0.2% total water levels
- CHAMP database
- WHAFIS wave height calculations
- Run-up and overtopping calculations
- Dune erosion analysis
- Coastal structure analysis
- Incorporation of previously issued Letters of Map Revision
- Geospatial files developed during the Risk MAP study

3.3 – Consultant will identify issues not corrected by FEMA during Task 2

Consultant will confirm changes since the Draft Maps and to identify issues not corrected by FEMA during Task 2. Consultant will review the supporting documentation, model results, and
mapping files form FEMA regarding the changes. This review will follow the same steps described above for Task 2.

Deliverable: Consultant will prepare a report documenting changes since the Draft Maps, within 60 days of the Preliminary Map issuance, as well as any errors or omissions made by FEMA in preparation of the preliminary maps.

**Task 4: Review Preliminary Coastal Study and FIRMs**

If the results of Task 3 work indicate that an appeal of the Preliminary Coastal Study and FIRMs is warranted, and if County directs consultant, the necessary scientific and technical documentation to support the appeal in accordance with 44 CFR Par 67 will be prepared during this task. Consultant will prepare appeal in FEMA deliverable format for County.

**Deliverables:**

1. Consultant will prepare a report, within 30 days of the Preliminary Coastal Study and FIRMs, recommending the map panels to be appealed and specifics of the appeals on each panel.

2. Consultant will produce the technical modeling, within 30 days of the Preliminary Coastal Study and FIRMs, for the appeals that County decides to undertake, and will produce any appeal/application document 45 days prior to deadline to appeal, within the FEMA review process.

**Task 5: Individual Property Owner Appeal Review**

Consultant will consolidate and review appeals submitted by individual property owners to determine whether the information or data submitted is sufficient to forward to FEMA to comply with Part 67.6 of the NFIP regulations.

- Appeals submitted by property owners or lessee of real property located in Unincorporated Monroe County within ninety (90) days following of the release of the preliminary FIRMs will be collected by Chief of Floodplain Regulatory Operations, Monroe County BOCC.

- Copies of all individual appeals will be forwarded to FEMA and to the consultant by Chief of Floodplain Regulatory Operations as soon as they are received and to the Federal Insurance Administrator for information and placement in the Flood Elevation Determination Docket (Part 67.7 (b) of the NFIP regulations).

- Within the ninety (90) days of receiving a property owner or lessee appeal, consultant will review and consolidate all appeals submitted by private persons and issue an opinion stating whether the evidence presented is sufficient to justify an appeal on behalf of such persons by unincorporated Monroe County.

Deliverable: Consultant will prepare report documenting the proposed changes for each individual appeal along with sufficiency findings for each individual appeal. If requested, the consultant will submit the appeals to FEMA on behalf of Monroe County. Hourly Rates should apply
**Task 6: Appeal Filing and Testimony**

Consultant may provide appeal filing, as requested by County for appeal. Hourly Rates should apply.

**Task 7: In Person Meetings**

In person Meetings, as coordinated by the County where Consultant will attend in person meetings before the public, special interest groups, Board of County Commission Meetings, as coordinated by the County.

**FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Task 1: Review of Existing Studies (TOTAL)</th>
<th>$27,125</th>
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<tbody>
<tr>
<td>Task 1.1 Coastal Discovery Report</td>
<td>$2,960</td>
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<tr>
<td>Task 1.2 South Florida Storm Surge Study (IDS #1)</td>
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<td>Task 1.3 South Florida Storm Surge Study (IDS #2)</td>
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<td>Task 1.4 South Florida Storm Surge Study (IDS #3)</td>
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<td>Task 2.3 FEMA Work Maps and Current Effective FIRMs Comparison</td>
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<td>Task 6: Post Appeal Filing Testimony HOURLY RATE:</td>
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<td>Task 7: In Person Meetings LUMP SUM PER PERSON, PER NIGHT, TWO DAYS PER VISIT</td>
<td>$3,380/night</td>
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<thead>
<tr>
<th>Task 5: Personnel Name</th>
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<tr>
<td>M. Leslie Fields</td>
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<td>Matt Shultz</td>
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<td>Arden Herrin</td>
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<td>Mitch Buck</td>
<td>$135</td>
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<td>Elise Leduc</td>
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</table>

**Catherine A. Morey**
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 6, 2023

August 2019 by [Signature] County [Initials]