

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

THIS MEMORANDUM OF AGREEMENT (the Agreement”), by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as the “COUNTY”) with its principal address located at 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (hereinafter referred to as the “ECFRPC”), with its principal address located at 455 N. Garland Ave, Orlando, Florida 32801 is made and entered into as of the date of last signature below (the “Effective Date”). The COUNTY and the ECFRPC are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH**

**WHEREAS**, the COUNTY has been awarded grant funding from the Florida Department of Environmental Protection in DEP Grant Agreement Number R2112 in the amount of \$70,000.00 in order to complete the Planning for Resiliency in Brevard County project; and

**WHEREAS**, the COUNTY wishes to engage the services of the ECFRPC to accomplish the tasks associated with the Planning for Resiliency in Brevard County project specifically appropriated by the Florida Department of Environmental Protection and DEP Grant Agreement Number R2112 for the COUNTY; and

**WHEREAS**, the ECFRPC represents that it possesses the requisite skills, knowledge, qualifications and experience to perform the tasks described herein; and

**WHEREAS**, the ECFRPC desires to enter into this Memorandum of Agreement with regard to the implementation of the work plan described herein.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

**1. STATEMENT OF WORK**

ECFRPC agrees to provide services to be performed under this Agreement in accordance with the Work Plan attached herein as EXHIBIT A and as specifically required by the Florida Department of Environmental Protection (“DEP”) in DEP Grant Agreement Number R2112, a copy of DEP Grant Agreement Number R2112, including all exhibits to the same, is attached

hereto and incorporated by this reference as EXHIBIT B. ECFRPC shall comply with all provisions of this Agreement and all grant requirements as set forth in EXHIBIT B. Failure of ECFRPC to comply with all terms, conditions and requirements of this Agreement including any grant requirements set forth in EXHIBIT B, may result in the termination of this Agreement by the COUNTY pursuant to Section 8 (b) hereinbelow.

## **2. PERIOD OF PERFORMANCE**

This Agreement shall run from the date of last signature below and shall remain in effect until May 30, 2021, unless otherwise amended.

## **3. CONSIDERATION AND PAYMENT**

- (a) BREVARD COUNTY hereby agrees to pay to ECFRPC \$ 70,000.00 on a fixed price basis to perform the services associated with the DEP Grant Agreement # R2112 as specifically described in the Work Plan, a copy of which is attached and incorporated by this reference as EXHIBIT A. Payments shall be made in accordance with the terms and conditions of this Agreement and EXHIBIT A. The COUNTY's performance and obligation to pay under this Agreement is contingent upon the COUNTY's receipt of the grant funds awarded to the COUNTY under the DEP Grant Agreement Number R2112 attached hereto and incorporated by this reference as EXHIBIT B.
- (b) ECFRPC shall submit invoices in accordance with the compensation guidelines as set forth in the Work Plan attached as EXHIBIT A, to the following address:

BREVARD COUNTY  
Natural Resources Management Department  
2725 Judge Fran Jamieson Way, Bldg A, Room 219  
Viera, FL 32940  
Attn: Robin Johnson

- (c) BREVARD COUNTY shall send payment of the invoice amounts to ECFRPC within 30 days of receipt of a complete invoice and reporting package.

## **4. PERFORMANCE**

ECFRPC will provide diligent efforts in performing the services under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project to the satisfaction of BREVARD COUNTY.

## **5. REPORTS**

ECFRPC shall prepare and submit to BREVARD COUNTY all necessary technical information as reasonably required by BREVARD COUNTY in the performance of the Agreement, including reporting packages and invoicing.

## **6. SUBAGREEMENTS**

**(a)** The ECFRPC shall be responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs, and activities under this Agreement.

**(b)** The ECFRPC may, as appropriate and in compliance with applicable law, subcontract the performance of the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, *provided, however*, that the ECFRPC shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. The ECFRPC shall not enter into subcontracts in which the COUNTY could be held liable to a subcontractor for any expenses or liabilities. THE ECFRPC shall defend and hold the COUNTY harmless of any liabilities incurred under any of the subcontracts entered into by the ECFRPC. The ECFRPC shall be liable for all work performed and all expenses incurred as a result of any subcontract.

**(c)** Any and all contracts that the ECFRPC executes with a person or organization under which such person or organization agrees to perform economic development services or similar business assistance services on behalf of the ECFRPC shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Section 10, AUDIT AND PUBLIC RECORDS LAW, when applicable), coordinate with other components of state and local economic development systems, and avoid duplication of existing state and local services and activities.

**(d)** Any and all contracts that the ECFRPC executes with a person or organization shall include provisions whereby the ECFRPC and the subcontractors expressly agree to abide by all local, state, and federal laws and all requirements of this Agreement including all terms and conditions of Exhibits A and B.

**(e)** The ECFRPC will provide the COUNTY with a list and copies of all subcontracts, which means those entered into necessary to the performance of the ECFRPC's functions and duties related to its core mission, issued in conjunction with the projects undertaken and funds expended in the performance of this Agreement.

## **7. SUBORDINATION**

This Memorandum of Agreement is subordinate to DEP Grant Agreement Number R2112 between BREVARD COUNTY and DEP, a copy of which is attached hereto and incorporated herein by reference as EXHIBIT B, and

nothing in this Agreement shall conflict with or otherwise contravene the intent of the provisions of the DEP Grant Agreement.

## **8. TERMINATION AND REMEDIES**

- (a) Notwithstanding Sections 9 or 19 below, this Agreement and the performance of all work under this Agreement may be terminated by either party with sixty (60) days written notice to the other party.
- (b) The COUNTY may terminate this Agreement for cause upon twenty four (24) hours written notice from the date notice is sent by the COUNTY. Cause includes, but is not limited to, ECFRPC's improper or ineffective use of funds provided under this Agreement; fraud, lack of compliance with any applicable rules, regulations, statutes, or laws; failure to timely perform any of ECFRPC's obligations under this Agreement as determined in the sole discretion of the COUNTY, and/or submission of reports that are incorrect or incomplete in any material respect. In the event of termination under this subsection, the COUNTY may demand that ECFRPC return to COUNTY any funds determined in the sole discretion of the COUNTY that ECFRPC expended in violation of the the terms and conditions of this Agreement or any applicable law, rule or regulation governing the use of the funds or pursue any other legal or equitable remedies available to the COUNTY. Pursuit of any of the above remedies does not preclude the COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity.

## **9. FORCE MAJEURE**

- (a) No party shall be liable for any delays in or failure of performance due to strike, riot, fire, storm, and explosion, War, act of God, governmental action, embargo, epidemic or any other cause beyond the reasonable control of such party. The Party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion dates will be affected thereby.
- (b) In the event of any delay resulting from such causes and provided the affected party has promptly notified the other and exercised due diligence as provided in Section 9 (a), the time of performance of each of the Parties hereunder (including payment of monies) shall be extended for a time period equal the period of such delay.

## **10. AUDIT AND PUBLIC RECORDS LAW**

ECFRPC agrees to keep full, clear and accurate books and records. Within fifteen (15) days following written request by BREVARD COUNTY, ECFRPC shall make available for inspection and/or audit any and all records related to its performance under this Agreement. Said records are subject to inspection

and audit, at the sole expense of BREVARD COUNTY, by representatives of BREVARD COUNTY during reasonable business hours throughout the term of this Agreement and for the five (5) years immediately following BREVARD COUNTY'S final payment to ECFRPC under this Agreement. In the event an audit is initiated by BREVARD COUNTY during the five (5) years following the BREVARD COUNTY'S final payment, ECFRPC agrees to retain any and all records associated with this Agreement until such time as any disputes arising therefrom are resolved. If any provision of this section is inconsistent with BREVARD COUNTY audit requirements, the more stringent shall prevail. BREVARD COUNTY is subject to Chapter 119, Florida Statutes, and other provisions of law related to Florida's Public Records Act. **IF ECFRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDIA STATUTES, TO ECFRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 633-2016; Sandra.SanzGarcia@brevardfl.gov; Brevard County Natural Resources Management Department, ATTN: Records Custodian, 2725 Judge Fran Jamieson Way, A-219, Viera, FL 32940.**

## **11. INDEMNIFICATION AND INSURANCE**

- (a) To the extent permitted by Florida law, ECFRPC agrees to indemnify, hold harmless and defend BREVARD COUNTY and its respective trustees, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of ECFRPC or its employees, students or agents in connection with the performance of this Agreement.
- (b) ECFRPC, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:
  - i. General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to BREVARD COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
  - ii. Certificates of Insurance: ECFRPC shall provide BREVARD COUNTY with a Certificate of Insurance for general liability coverage. Said liability policy shall provide that BREVARD COUNTY be an additional insured. BREVARD COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY

and licensed and authorized under the laws of the State of Florida.

- (c) Neither Party shall be liable to the other Party for any special, indirect, incidental or, consequential damages, however caused and whether grounded in tort (including negligence), or any other theory of liability, even if such other Party has been advised of the possibility of such damages.
- (d) Both Parties shall at all times comply, through insurance or self-insurance, with all statutory workers' compensation and employers' liability requirements covering any and all employees with respect to activities performed under this Agreement.
- (e) BREVARD COUNTY agrees to assume any and all liabilities and claims that may be incurred by BREVARD COUNTY in commercial ventures conducted by BREVARD COUNTY in connection with this Agreement; provided such liabilities and claims are not the result of the negligence or willful misconduct of ECFRPC or its employees, students or agents.

## **12.WARRANTY**

Other than to complete the Agreement in accordance with any statements of work, ECFRPC makes no warranty, express, implied or otherwise, with respect to use, operation, effectiveness or fitness for any particular purpose of its services performed under this Agreement or their results.

## **13.INDEPENDENT CONTRACTOR**

BREVARD COUNTY contracts for the services of ECFRPC as an independent contractor and not as an employee. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to enter into any agreements of any kind on behalf of the other, or to bind or obligate the other to any third party.

## **14.PUBLICITY**

Neither party shall make reference to the other party in any advertising or publicity matter without prior written approval of the other party.

## **15.CONTRACTOR REPRESENTATIVES**

The following serve as the representatives of the areas indicated:

### **EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL:**

PROJECT MANAGER:

FISCAL AGENT:

PJ Smith

Julie Bowes

ECFRPC  
455 N. Garland Avenue  
Orlando, FL 32801  
Ph: 407-245-0300 Ext.312  
Email: pjsmith@ecfrpc.org

ECFRPC  
455 N. Garland Avenue  
Orlando, FL 32801  
Ph: 407-245-0300 Ext.304  
Email: jbowes@ecfrpc.org

**BREVARD COUNTY:**

**PROJECT MANAGER:**

Jeffrey Ball  
Planning and Development  
2725 Judge Fran Jamieson Way  
Bldg A, Suite 114  
Viera, Florida 32940  
Ph: 321-633-2070  
Email: Jeffrey.Ball@brevardfl.gov

**FISCAL AGENT:**

Robin Johnson  
Natural Resources Management  
2725 Judge Fran Jamieson Way  
Bldg A, Suite 219  
Viera, Florida 32940  
Ph: 321-633-2016  
Email: Robin.Johnson@brevardfl.gov

**16.REGULATORY COMPLIANCE AND GOVERNING LAW**

This Agreement, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Florida. Brevard County shall be the venue and forum for any legal actions arising from or incident to this Agreement. Where a dispute arises from a conflict between ECFRPC's application of this Agreement, ECFRPC shall be responsible for addressing the resolution of the conflict to the satisfaction of BREVARD COUNTY. ECFRPC shall be responsible for obtaining any and all permits.

**17.SEVERABILITY AND SURVIVABILITY**

The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions. The provisions of Sections 8, 11, 12, 14 and 16 shall survive the termination of this Agreement for a period of five (5) years.

**18.ATTORNEY'S FEES**

Each party shall be responsible for their own respective attorney's fees incurred arising out of any dispute associated with enforcement and/or interpretation of the terms or conditions of this Agreement.

**19.SCRUTINIZED COMPANIES**

- (a) ECFRPC certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes. BREVARD COUNTY may immediately terminate this Agreement at its sole option if ECFRPC or its subcontractors are found to have submitted false certification; or if ECFRPC, or its subcontractors are placed

on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- (b) If this Agreement is for more than one million dollars, ECFRPC further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes .
- (c) Pursuant to Section 287.135, Florida Statutes , BREVARD COUNTY may immediately terminate this Agreement at its sole option if ECFRPC, its affiliates, or its subcontractors are found to have submitted a false certification; or if ECFRPC, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (d) ECFRPC agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Section 287.135(8), Florida Statutes , if Federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

## **20. ENTIRE AGREEMENT**

This Agreement represents the entire understanding of BREVARD COUNTY and ECFRPC, and may only be modified in writing and duly executed by both parties.

**[The remainder of this page left intentionally blank.]**



THE UNDERSIGNED BY THEIR AUTHORIZED AGENTS HAVE EXECUTED THIS AGREEMENT AS OF THE DATE OF LAST SIGNATURE BELOW.

**Signatures of Authorized Officials**

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA


By: \_\_\_\_\_

Name: Frank Abbate

Title: County Manager

Date: \_\_\_\_\_

Reviewed for legal form and content for BREVARD COUNTY:

  
\_\_\_\_\_  
Abigail Forrester Jorandby, Assistant County Attorney

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: \_\_\_\_\_

Name: Hugh W. Harling, Jr.

Title: Executive Director

Date: \_\_\_\_\_

## **EXHIBIT A**

### **WORK PLAN**

***Project Title:*** Planning for Resiliency in Brevard County

***Project Description:*** This project is aimed at preparing Brevard County for resiliency through a robust process to include conducting a vulnerability analysis, engaging the public, and developing strategies and draft policies to enhance resilience which can then be implemented into the comprehensive plan. Project findings will aid in the preparation of comprehensive plan amendments as part of the County's current Evaluation and Appraisal Report update that will guide the decision-making process for future development, infrastructure projects and actions to support local economic growth and community resilience. Brevard County partners with East Central Florida Regional Planning Council to achieve these goals.

Two main tasks will be completed by ECFRPC during this project: 1) Conduct a Vulnerability Assessment for Brevard County, and 2) Prepare a Strategy and Policy Development to satisfy the "Peril of Flood" requirements referenced below. Task 1 will begin upon project execution and finish on or prior to February 1, 2021. Task 2 will begin before completion of Task 1 and finish on or prior to April 16, 2021.

***Project Benefit:*** The over-arching goal of this project is to identify coastal vulnerabilities specific to the unincorporated areas of Brevard County, provide recommendations, and develop policies to minimize and mitigate the effects of flooding, sea level rise and storm surge. The outputs of Task 1 (including data, maps and report) that identify at-risk areas, facilities and resources will help Brevard County formulate strategies, best management practices, and engineering solutions aimed to increase resilience to flood hazard. Especially high-risk areas and areas with significant resources subject to flood hazard that may be identified during Task 1 will be further evaluated by Brevard County for consideration as Adaption Action Areas. Development and redevelopment principles produced through the completion of Task 2 will guide policy development to improve the County's perseverance following disaster and will assist economic growth and business resilience. The ultimate outcome of the project will be enhanced community resilience through the integration of policies into the Coastal Management Element of Brevard County's Comprehensive Plan that comply with "Peril of Flood" statute (Section 163.3178(2)(f) F.S.).

**Project Timeline:** The schedule for the project is upon date of execution– April 16, 2021.

Project Tasks Due Dates:

Task No.	Task Title	Deliverable Due Date
1	Vulnerability Assessment	02/01/2021
2	Strategy and Policy Development	04/16/2021

**Project Budget:** \$70,000 (100% funded by FDEP Grant # R2112)

Project Budget Breakdown by Task:

Task No.	Task Title	Task Amount
1	Vulnerability Assessment	\$ 35,000
2	Strategy and Policy Development	\$ 35,000

**Project Total \$70,000**

**Project Tasks:**

**Task 1 – Vulnerability Assessment:**

**Task 1 Goals:** 1) identify the current and historic areas within Brevard County that are at-risk to flooding, storm surge and coastal inundation; 2) identify areas vulnerable to projected sea-level rise and anticipated new surge areas; and 3) identify assets of concern in the community. These goals will be achieved by conducting a vulnerability assessment and engaging the community through a public survey and public meetings to identify areas, facilities, and resources at risk to flood hazard within the County.

**Task 1 Description:** Task 1 will analyze Brevard County's social, economic and functional vulnerability to current and future flooding resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of projected sea level rise. For this project, Task 1 will build on a previous vulnerability assessment completed for the Space Coast Transportation Planning Organization (TPO) in 2018 by the East Central Florida Regional Planning Council (ECFRPC) that focused specifically on assets that contribute to transportation functionality within Brevard County. Cross-departmental collaboration during this project will augment the TPO study, adding appropriate data (e.g., floodplain data, areas of known nuisance flooding, recent drainage studies) and additional analyses where gaps are identified to best evaluate all areas, facilities and resources within unincorporated Brevard County. To maintain regional consistency, this project will utilize the East Central Florida Regional Resilience Action Plan's recommended approach to planning for sea level rise. Future sea level rise inundation impacts will be assessed at baseline planning horizons (2040, 2070 and 2100) utilizing U.S.

Army Corps of Engineers (USACE) and National Oceanographic Atmospheric administration (NOAA) projection rate curves.

Community engagement during Task 1 will include conducting an interactive online public survey and presentation of findings at public meetings. The goal of the public survey is to assess community values regarding assets of concern in Brevard County that may be affected by flooding or projected sea level rise and potential strategies to mitigate such hazards. ECFRPC will present the results of the public survey along with findings of the vulnerability assessment at a minimum of two public meetings in Brevard County to gather additional information and comments.

Deliverables will include two written reports - a Vulnerability Analysis Report and a Public Engagement Report. The Vulnerability Analysis Report will incorporate the data and analyses produced by the vulnerability assessment, provide narrative descriptions and include maps showing at least two sea level rise scenarios in conjunction with current flooding events during high tide, storm surge, flash floods, and stormwater runoff, as appropriate. The Public Engagement Report will summarize results of the interactive online public survey and also include sign in sheets from at least two public meetings, summaries of public comments and copies of any materials presented.

**Task 1 Deliverable(s):** The ECFRPC will submit all deliverables for each task via one pdf document to the County's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.

- 1) Vulnerability Analysis Report
- 2) Public Engagement Report including:
  - a. Copies of announcements/advertisements of public workshops/meetings
  - b. Agendas and sign-in sheets from each workshop/meeting, indicating location, date, and time of workshop/meeting
- 3) Presentation(s) from each workshop/meeting
- 4) Brief summary report from each workshop/meeting including attendee input and workshop/meeting outcomes
- 5) Any materials created at each workshop/meeting (as applicable)
  - a. Results from online survey

## **Task 2 – Strategy and Policy Development:**

**Task 2 Goals:** Develop strategies, principles, and engineering solutions to minimize impacts to facilities and resources identified during Task 1 as at-risk to flood hazard. Outputs will be integrated into draft policies that enhance resilience in Brevard County and can be implemented through comprehensive plan amendments compliant with 163.3178(2)(f) F.S. (Peril of Flood).

**Task 2 Description:** Task 2 will focus on developing strategies and engineering solutions to minimize impacts of flood hazard to facilities and resources and improve community's resilience to disasters. Based on community values and Brevard County's capacity to act, including available and projected fiscal resources, draft policies that guide the decision-making process for future development, infrastructure projects and programs to assist local economic growth and community resilience will be developed for implementation in the comprehensive plan.

Specifically, draft proposed comprehensive plan amendments in strike-through and underline format will be produced through cross-departmental collaboration based on the information and data obtained through the vulnerability assessment and public engagement. The development of the amendments will also be based on strategies and input from RW Parkinson, Inc. to ensure compatibility with the actions and recommendations in the Indian River Lagoon Action Plan. Legal expertise from Florida Sea Grant will also be utilized to provide input from other locales, legal interpretations, guidance and other relevant input. Proposed amendments will include a minimum of four (4) examples each of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas of Brevard County, and a minimum of four (4) site development techniques that may reduce losses to the local government and property owners due to coastal flooding.

Additionally, draft policies and proposed comprehensive plan amendments resulting from findings of this project will be developed in coordination with Community Planning and Growth staff at the Florida Department of Economic Opportunity (DEO) to ensure consistency with Peril of Flood requirements needed to address Section 163.3178 (2)(f) 1., 2., and 3. of the Florida Statutes.

**Task 2 Deliverable(s):** The ECFRPC will submit all deliverables for each task via one pdf document to the County's Grant Manager on or before the Task/Deliverable Due Date listed in the Project Timeline.

- 1) Draft proposed comprehensive plan amendments in strike-through and underline format in electronic (pdf) format including a minimum of four (4)

examples each of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas of Brevard County, and a minimum of four (4) site development techniques that may reduce losses to the local government and property owners due to coastal flooding.

- 2) Draft Final Project Report containing the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The draft Final Project Report must comply with the publication requirements in the DEP Grant Agreement #R2112. Please limit draft final project report to no more than five pages.

**PERFORMANCE MEASURES AND COMPENSATION GUIDELINES:** The ECFRPC will submit all deliverables for each task via one pdf document to the County's Project Manager on or before the Task/Deliverable Due Date listed in the Project Timeline. The County's Project Manager will review the task/deliverables to verify that they meet the specifications in this Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the County's Project Manager of all deliverables under this task, the ECFRPC may proceed with payment request submittal. Performance Measures shall require that all deliverables and reports submitted to County will be Americans with Disabilities Act (ADA) Compliant, also known as 508 Compliant, in all formats provided.

**QUARTERLY PROGRESS REPORTING:** The ECFRPC agrees to submit quarterly progress reports to County Project Manager within three (3) days of end of reporting period. Quarterly reports should include a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The following format should be followed:

**Task 1:**

- Progress for this reporting period:
- Identify any delays or problems encountered:
- Percentage of task completed:

**Task 2:**

- Progress for this reporting period:
- Identify any delays or problems encountered:
- Percentage of task completed:

**The ECFRPC agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials the DEP logo (which can be found on the Department's website at <https://floridadep.gov/resilience> or by contacting the Department's Grant Manager for a copy) and the following statement:.**

**"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."**

**The next printed line shall identify the month and year of the publication.**

**EXHIBIT B**

**DEP Grant Agreement #R2112**