

## **Solicitation RFQ-4754-22-WV**

### **Citywide Vulnerability Assessment Update**

**Bid Designation: Public**



**City of Hollywood, Florida**

## Bid RFQ-4754-22-WV Citywide Vulnerability Assessment Update

Bid Number **RFQ-4754-22-WV**  
 Bid Title **Citywide Vulnerability Assessment Update**

Bid Start Date **Aug 25, 2022 11:19:04 AM EDT**  
 Bid End Date **Sep 27, 2022 3:00:00 PM EDT**  
 Question & Answer End Date **Sep 20, 2022 5:00:00 PM EDT**

Bid Contact **William Varandas**  
**954-921-3345**  
**wvarandas@hollywoodfl.org**

Contract Duration **See Specifications**  
 Contract Renewal **See Specifications**  
 Prices Good for **Not Applicable**

Bid Comments **The City of Hollywood completed a Vulnerability Assessment in 2020 (Exhibit 1) which was used to apply for and receive a Florida Department of Environmental Protection Planning Grant.**

**The Planning Grant Activities and scope of services under this Request for Qualifications are to complete a Citywide Vulnerability Assessment Update in compliance with FS 380.093.**

**The preliminary grant scope identified as Exhibit 2- Resilient Florida Grant Work Plan, Draft Agreement No. 22PLN44, standard Florida Environmental Protection Grant Agreement and Florida Statutes are attached as Exhibit 3 and 4.**

### Item Response Form

Item **RFQ-4754-22-WV--01-01 - Engineering Services for the City, in accordance with the terms, conditions, and**  
 Quantity **1 each**  
 Prices are not requested for this item.  
 Delivery Location **City of Hollywood, Florida**  
Design & Construction Management  
 2207 Raleigh St  
 Hollywood FL 33020  
**Qty 1**

**Description**  
 Please upload your Statement of Qualification (SOQ) here.



**REQUEST FOR QUALIFICATIONS**

**RFQ-4754-22-WV**

**CITYWIDE VULNERABILITY ASSESSMENT UPDATE**

**FOR THE**

**CITY OF HOLLYWOOD, FLORIDA (CITY)**

**RFQ Issue Date: August 25, 2022**  
**Questions Due Date: September 20, 2022**  
**Submittal Due Date: September 27, 2022 at 3p.m. ET**

**CITY OF HOLLYWOOD**  
**RFQ-4754-22-WV**  
**Citywide Vulnerability Assessment Update**

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## SECTION I – INTRODUCTION

### 1.1 **Purpose**

The City of Hollywood, Florida (City) is seeking responses from qualified and experienced firms, hereinafter referred to as the Contractor or Proposer, to provide **Engineering Services** for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by **September 27, 2022 at 3:00 PM EST**, and will be opened in a virtual public setting on **September 27, 2022 at 4:00 PM EST** at:

**Join from the meeting link**

<https://cohfl.webex.com/cohfl/j.php?MTID=m8e0754420163e2de3312c926502b866b>

**Join by meeting number**

Meeting number (access code): 2631 725 9114

Meeting password: SPmFzRMJ629

**Tap to join from a mobile device (attendees only)**

[+1-408-418-9388.26317259114##](tel:+1-408-418-9388.26317259114##) United States Toll

**Join by phone**

+1-408-418-9388 United States Toll

[Global call-in numbers](#) | [Toll-free calling restrictions](#)

**Join from a video system or application**

Dial [26317259114@cohfl.webex.com](tel:26317259114@cohfl.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

**Once the City executes the Resilient Florida Grant Agreement, the agreement and all conditions will become part of the consultant's contracts and responsibilities.**

**Submittals shall be received electronically through BidSync.com**

Submittals shall be considered an offer on the part of the proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and request new proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

### 1.2 **Pre-Proposal Conference and/or Site Visit (Mandatory/Non-Mandatory)**

There will not be a pre-proposal conference or site visit for this solicitation.

It will be the sole responsibility of the Proposer to become familiar with the scope of the City's requirements prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.3 **BidSync**

The City of Hollywood uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Proposer's inability to submit a proposal by the proposal end date and time for any reason, including issues arising from the use of BidSync.

### 1.4 **Point of Contact**

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, William Varandas, Senior Purchasing Agent at [wvarandas@hollywoodfl.org](mailto:wvarandas@hollywoodfl.org) or by phone at (954) 921-3345, or Staci Alli, Office Assistant I, at [salli@hollywoodfl.org](mailto:salli@hollywoodfl.org) or by phone at 954-921-3222. Such contact is to be for clarification purposes only. All questions must be submitted in writing via BidSync by **September 20, 2022, by 5:00 PM EST**, in order to receive a timely response.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Proposers please note: No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com).

### 1.5 **Cone of Silence**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-proposal conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this solicitation should be sent in writing to the Procurement Services Division as identified in this solicitation.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 **Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.2 **Changes and Alterations**

Proposer may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

### 2.3 **Proposer's Costs**

The City shall not be liable for any costs incurred by Proposers in responding to this solicitation.

### 2.4 **Pricing/Delivery**

No pricing information is being requested at this time.

### 2.5 **Price Validity**

N/A

### 2.6 **No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

### 2.7 **Responsive**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

### 2.8 **Responsible**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

### 2.9 **Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they have successfully completed services, as specified in Section III of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. In addition, the Proposer must have no conflict of interest with regard to any other work performed by the Proposer for the City.



**2.10 Award of Contract**

The City also reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

**2.11 Manufacturer/Brand/Model Specific Request**

N/A

**2.12 Contract Period**

The initial contract term shall commence upon date of award by the City for a three (3) year term. The City reserves the right to extend the contract for 120 days, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.13 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.14 Rules and Submittals of Proposals**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

**2.15 Conflict of Interests Prohibited**

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

**2.16 Protest Procedure**

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's [Procurement Code](#) or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with [Section 38.52](#) of the City's [Procurement Code](#) within five days after a notice of intent to award is posted on the City's web site, BIDSYNC, City Clerk's Office, Open Government, and/or City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

**2.17 Insurance Requirements**

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. **Commercial General Liability Insurance naming the City as an additional insured** with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

**B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:**

Combined Single Limit	\$1,000,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

**Worker’s Compensation:**

**C. Worker’s Compensation Insurance Prior to the commencement of work governed by this contract, the contractor shall obtain Workers’ Compensation Insurance with limits sufficient to respond to the applicable State statutes.**

Limits of Liability: Statutory-State of Florida

Covering the contractor and the contractor’s employees with not less than the following limits:

- Employers Liability:
- \$500,000, bodily injury by accident
- \$500,000 bodily injury by disease, each employee
- \$500,000 bodily injury by disease, policy limit

***Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.***

**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. **A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this**

**bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception. The City reserves the right to require additional insurance in order to meet the full value of the contract.**

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## **2.18 Uncontrollable Circumstances (Force Majeure)**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.18.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.18.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

**2.18.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.18.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## **2.19 Supplier Portal (Oracle) Payment Method**

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

## **2.20 Debarred or Suspended Bidders or Proposers**

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

## **2.21 Public Records**

### **A. Public Records/Trade Secrets/Copyright:**

**All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.**

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

## **B. PUBLIC RECORDS GENERAL**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)**

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.
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 this contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant

transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

*END OF SECTION*

## SECTION III - SCOPE OF WORK/SERVICES

### 3.1 **Project Description**

The City of Hollywood completed a Vulnerability Assessment in 2020 (Exhibit 1) which was used to apply for and receive a Florida Department of Environmental Protection Planning Grant.

The Planning Grant Activities and scope of services under this Request for Qualifications are to complete a Citywide Vulnerability Assessment Update in compliance with FS 380.093.

The preliminary grant scope identified as Exhibit 2- Resilient Florida Grant Work Plan, Draft Agreement No. 22PLN44, standard Florida Environmental Protection Grant Agreement and Florida Statutes are attached as Exhibit 3 and 4.

**Once the City executes the Resilient Florida Grant Agreement, the agreement and all conditions will become part of the consultant's contracts and responsibilities.**

### 3.2 **Minimum Qualifications**

Proposer shall be a licensed engineering consultant in the State of Florida; having at least 5 year's experience in one or more of the following: Vulnerability Assessments and Adaptation Plans, Tidal and Storm Flood Water Modeling, structure hardening and resiliency adaptation.

### 3.3 **Deliverables and Objectives**

Deliverables will be as identified in the draft Grant Work Plan and other Grant Conditions, and/or revised during the final Grant Work Plan, Request for Qualification Submittals and as incorporated into the Professional Services Agreement.

### 3.4 **Implementation Schedule / Timeline**

As identified in the Grant Work Plan.

*END OF SECTION*

## SECTION IV – EVALUATION AND AWARD

### 4.1 Evaluation Procedure

**4.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff, or other persons selected by the Chief Procurement Officer (CPO) or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the Statement of Qualifications (SOQ) as submitted. Evaluation procedures shall be regulated by § 287.055, Florida Statutes, referred to as the Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its SOQ will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

For Past Performance – References criteria information, please make sure to utilize three (3) copies of Form 4 – Vendor Reference Form.

**4.1.2** The committee shall short list no less than (3) three firms, assuming that three submittals have been received that it deems best satisfy the weighted criteria set forth herein and the committee has attempted to select the best qualified firm(s) for the particular project. The committee shall review and evaluate proposals, and may conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the Evaluation Committee to conduct evaluations.

**4.1.3** The ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to negotiate a contract with the highest ranked firm for consideration by the City Commission at a later date. If the City is unable to reach an agreement with the top ranked firm, negotiations will be terminated at the sole discretion of the City and City staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached and a contract awarded by the City Commission.

### 4.2 Evaluation Criteria

**4.2.1** Pursuant to Section 287.055, Florida Statutes, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

**4.2.2** Each evaluation committee will first evaluate the Statement of Qualifications for each firm in accordance with this solicitation. Following their review, each selection committee member will score each firm by providing their score for each of the evaluation criteria items by using the maximum points established for each section. Once all the selection committee total score is finalized, a gross total score for each firm will be calculated by adding the total score of all selection committee members. Then, the gross total score per firm will be averaged by the number of selection committee members. The final average score will be used to determine the firm's ranking.

Using the average scores each firm will be ranked as 1, 2, 3, etc. The highest average score will receive the highest ranking. Once the initial selection criteria rankings is completed, the selection committee may determine if Oral Presentations are necessary and provide a final recommendation for contract award based using the initial selection criteria rankings. This scoring methodology will be used for Initial Evaluation. Scores from the initial evaluation will not carry towards the oral presentation or final award recommendation.

Sample Calculation Table – the following table has been provided to as an example to demonstrate the scoring calculation method and approach. Each selection criteria will carry a maximum amount of points which will be reflected on the selection committee’s blank score card.

**Sample Scoring Calculation**

**Total Scores from Selection Committee Score Card**

<b>Committee Score Card</b>	Committee Member 1	Committee Member 2	Committee Member 3	<b>Gross Score</b>
Firm 1	95	85	90	<b>270</b>
Firm 2	90	82	75	<b>247</b>
Firm 3	85	80	70	<b>235</b>

**Final Ranking Calculation**

Firm Name	Gross Score	Firm Average Score	Firm Final Ranking
Firm 1	270	90.00	1
Firm 2	247	82.33	2
Firm 3	235	78.33	3

**4.3 Weighted Evaluation Criteria**

Initial Selection Criteria

Each firms SOQ will be evaluated based on the following criteria:

<b><u>Evaluation Criteria</u></b>	<b><u>Points</u></b>
<b>Firm Qualifications and Experience</b> Overall approach, similar project experience and project management.	<b>25</b>
<b>Organizational Profile and Project Team Qualifications</b> Professional experience and qualifications of team members.	<b>30</b>
<b>Approach to Scope of Work</b> Understanding City's needs, goals and objectives, overview of proposed vision, ideas, and methodology, as it relates to meeting project budget and timeline for completion.	<b>30</b>



**Past Performance - References****15**

Provide at least three references, preferably from Government entities, for completed projects with similar Scope contained in this RFQ.

**4.4 Oral Presentation**

If required, short-listed firms shall present an oral overview of their approach to perform work on this particular project and their ability to meet the City's required project needs. The short-listed firms will also answer any additional questions that the Committee may have. The oral presentation will be limited to 30 minutes after which a question and answer period not exceeding 15 minutes will commence.

Short-listed firms will be scored on an ordinal basis (ie.1, 2, 3, etc.). A score of 1 will be given to the firm considered most qualified to provide the required services to the City, followed by a score of 2 being given to the next firm considered most qualified, and so on and so forth. The firm with the fewest total points will be ranked number 1.

**4.5 Contract Award**

The City reserves the right to award a contract(s) to the Respondent(s) who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its sole discretion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process. Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.

The City Manager shall appoint a contract administrator or project manager for each Contract to assure compliance with the Contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

## SECTION V – GENERAL TERMS AND CONDITIONS

### 1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Solicitation are encouraged to submit proposals. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL (“the City”), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid/proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the City's internet site along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid/proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### 1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their bids/proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

### 1.3 PREPARATION OF BIDS/PROPOSALS

Bids/proposals will be prepared in accordance with the following:

- A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

#### **1.4 DESCRIPTION OF SUPPLIES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

#### **1.5 ADDENDA**

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

#### **1.6 REJECTION OF BIDS/PROPOSALS**

The City may reject a bid/proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the bid/proposal, or if
- C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all bids/proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid/proposal unless the bid/proposal has been qualified as provided in herein.

#### **1.7 WITHDRAWAL OF BIDS/PROPOSALS**

- A. may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.
- B. Bids/proposals may be withdrawn prior to the time set for the SOLICITATION opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a bid/proposal after the SOLICITATION opening.

#### **1.8 BIDS/PROPOSALS TO REMAIN OPEN**

All bids/proposals shall remain open for 180 calendar days after the day of the bid/proposal opening, but the City may, at its sole discretion, release any bid/proposal and return the bid/proposal Security prior to that date.

Extensions of time when bids/proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

#### **1.9 LATE BIDS/PROPOSALS OR MODIFICATIONS**

Only bids/proposals received as of the opening date and time will be considered timely. Bids/proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

#### **1.10 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### **1.11 CLARIFICATION OR OBJECTION TO BID/PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a bid/proposal for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

#### **1.12 COMPETENCY OF PROPOSERS**

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Bids/proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

#### **1.13 QUALIFICATIONS OF PROPOSERS**

No Bid/proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid/proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid/proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

#### **1.14 CONSIDERATION OF BIDS/PROPOSALS**

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid/proposal of an "equal" will be considered, provided that the Vendor states in his bid/proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid/proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

### **1.15 AWARD OF CONTRACT**

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer's bid/proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

### **1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS**

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid/proposal all information outlined herein may be cause for rejection of the bid/proposal.

The City reserves the right to accept or reject any and all bids/proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids/proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids/proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

### **1.17 AGREEMENT**

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

### **1.18 NOTICE TO PROCEED**

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

### **1.19 BID PROTESTS**

The City shall provide notice of its intent to award or reject to all proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The

protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

## **1.20 PREPARATION OF BIDS/PROPOSALS**

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Bid/Proposal:

- A. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.
- B. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all SOLICITATION addenda.

## **1.21 EXAMINATION OF BID/PROPOSAL DOCUMENTS**

Before submitting a bid/proposal, each Proposer must: examine the bid/proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid/proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid/proposal Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this SOLICITATION, that without exception, the bid/proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid/proposal

Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids/proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

## 1.23 INFORMATION

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the Section 1.4. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync at least 10 calendar days prior to the bid/proposal due/opening date.**

## 1.24 BIDS/PROPOSALS

The bid/proposal must be signed by one duly authorized to do so and in cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.

Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

### **1.25 MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS**

Bids/proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a bid/proposal must be executed and delivered to the place where bids/proposals are to be submitted at any time prior to the deadline for submitting bids/proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid/proposal will not prejudice the rights of a Proposer to submit a new bid/proposal prior to the bid/proposal date and time. Except where provided in the following paragraph no bid/proposal may be withdrawn or modified after expiration of the period for receiving bids/proposals.

If, within twenty-four (24) hours after bids/proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid/proposal, or that the mistake is clearly evident on the face of the bid/proposal but the intended correct bid/proposal is not similarly evident, then the Proposer may withdraw its bid/proposal and the bid/proposal Security will be returned.

### **1.26 REJECTION OF BIDS/PROPOSALS**

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject the bid/proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid/proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

### **1.27 OPEN END CONTRACT**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid/proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

### **1.28 AUDIT RIGHTS**

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

### **1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:



- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

### **1.30 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

### **1.32 COLLUSION**

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one bid/proposal for the same work will cause the rejection of such bin which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the bids/proposals of participants in such collusion will not be considered.

### **1.33 COPELAND "ANTI-KICKBACK"**

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.34 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

### **1.35 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.36 DRUG-FREE WORKPLACE PROGRAM**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids/proposals will be followed if none of the tied vendors have a drug-free workplace program.

### **1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid/proposal being declared non-responsive; provided, however, that a responsible proposer whose bid/proposal would be responsive but for the failure to submit the signed form in its bid/proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.38 CONFLICT OF INTEREST**

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid/proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

3.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and

investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

#### **1.39 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **1.40 ADVICE OF OMISSION OR MISSTATEMENT**

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

#### **1.41 CONFIDENTIAL INFORMATION**

Information contained in the Vendor's bid/proposal that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid/proposal for the City's purposes, in accordance with State Law. Vendor bids/proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

#### **1.42 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

#### **1.43 LITIGATION VENUE**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

#### **1.44 SOVEREIGN IMMUNITY**

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

#### **1.45 SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include

claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### **1.47 PATENT AND COPYRIGHT INDEMNIFICATION**

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### **1.48 ADVERTISING**

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### **1.49 DISCLAIMER**

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids/proposals; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid/proposal process. Bids/proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids/proposals are analyzed, organization(s) submitting bid/proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid/proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid/proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid/proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid/proposal or otherwise.

#### **1.50 TRADEMARKS**

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

**1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

**1.52 PROPOSAL PREPARATION COSTS**

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this solicitation.

**1.53 DESIGN COSTS**

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base bid/proposal.

**1.54 ADDITIONAL CHARGES**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

**1.55 RIGHTS TO PERTINENT MATERIALS**

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid/proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

**1.56 INSURANCE REQUIREMENTS**

See insurance requirements in the main solicitation document.

**1.57 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

### **1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER**

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid/proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

### **1.59 MUTUAL OBLIGATIONS**

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

### **1.60 SUBCONTRACTUAL RELATIONS**

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were

employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

**1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:**

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

**1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

#### **1.63 EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Proposer has not delivered deliverables on a timely basis;
2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
5. The Proposer has failed to obtain the approval of the City where required by this Agreement;
6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.



In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.64 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.65 BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

#### **1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law.**

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

#### **1.68 E-VERIFY**

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### **1.69 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### **1.70 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the

latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

#### **1.71 OSHA STANDARDS**

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

*END OF SECTION*

# FORM 1

## SUBMITTAL CHECKLIST FORM

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be consider responsive and responsible. Please complete and submit this submittal checklist form as the cover page of your submittal with all of the items below in the order listed.

Please indicated Yes or No in the “Submitted (Yes/No)” column below to indicated which required components were provided with your submittal.

Submitted (Yes/No)	Required RFQ Components
	This Submittal Checklist Form completed and included as the cover page of your submittal.
	A Table of Contents that clearly identifies each section and page number of your submittal.
	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.
	Forms (Completed) Form 1 Bid Checklist Form Form 2 Acknowledgement and Signature Page Form 3 N/A Form 4 Vendor Reference Form Form 5 Hold Harmless and Indemnity Clause Form 6 Non-Collusion Affidavit Form 7 Sworn Statement...Public Entity Crimes Form 8 Certifications Regarding Debarment... Form 9 Drug-Free Workplace Program Form 10 Solicitation, Giving, and Acceptance... Form 11 W-9 (Request for Taxpayer Identification) Form 12 N/A Form 13 N/A Form 14 List of Subcontractors
	Certificate(s) of insurance that meet the requirements of Section 2.17
	Proof of State of Florida Sunbiz Registration
This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.	

# FORM 2

## ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): \_\_\_\_\_

If Corporation - Date Incorporated/Organized: \_\_\_\_\_ Federal Tax Identification Number: \_\_\_\_\_

State Incorporated/Organized: \_\_\_\_\_

Company Operating Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Remittance Address (if different from ordering address):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number (include area code): \_\_\_\_\_ Fax Number (include area code): \_\_\_\_\_

Company's Internet Web Address: \_\_\_\_\_

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

## SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

### Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

**FORM 4**

**VENDOR REFERENCE FORM**

City of Hollywood Solicitation #: \_\_\_\_\_  
 Reference for: \_\_\_\_\_

Organization/Firm Name providing reference: \_\_\_\_\_

Organization/Firm Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name of Referenced Project: \_\_\_\_\_ Contract No: \_\_\_\_\_  
 Date Services were provided: \_\_\_\_\_ Project Amount: \_\_\_\_\_

Referenced Vendor's role in Project:  Prime Vendor  Subcontractor/  
 Subconsultant  
 Would you use the Vendor again?  Yes  No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
<b>Vendor's Quality of Service</b>				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Vendor's Organization:</b>				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Timeliness/Cost Control of:</b>				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):  
 \_\_\_\_\_  
 \_\_\_\_\_

**\*\*\*\*THIS SECTION FOR CITY USE ONLY\*\*\*\***

Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:				Title:	
	Department:				Date:	

# FORM 5

## HOLD HARMLESS AND INDEMNITY CLAUSE

---

**(Company Name and Authorized Signature, Print Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

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Signature

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Printed Name

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Name of Company

---

Title

**FORM 6**

**NON-COLLUSION AFFIDAVIT**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusion or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Title



**FORM 7**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by \_\_\_\_\_ for \_\_\_\_\_  
(Print individual's name and title) (Print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_

and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies

to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ my commission expires \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

**FORM 8**

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

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Application Number and/or Project Name:

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Applicant IRS/Vendor Number: \_\_\_\_\_

---

Signature

---

Printed Name

---

Name of Company

---

Title

**FORM 9**

**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Title

**FORM 10**

**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. “No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.” The term “public officer” includes “any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Title

# Form 14

## LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

	<b>Work to be Performed</b>	<b>Subcontractor's Name / Address</b>
1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____
	_____	_____
4.	_____	_____
	_____	_____
5.	_____	_____
	_____	_____
6.	_____	_____
	_____	_____
7.	_____	_____
	_____	_____
8.	_____	_____
	_____	_____
9.	_____	_____
	_____	_____
10.	_____	_____
	_____	_____

NOTE: Attach additional sheets if required.

- END OF SECTION -



May 6, 2020

To: Elaine Franklin; City of Hollywood (FL) Environmental Sustainability Coordinator

From: Jayson J. Page, P.E.  
Antonio Torres-Pantin, P.E.

Re: CM 18-013 Citywide Vulnerability Assessment and Adaptation Plan

## Purpose and Organization

The purpose of this memorandum is to summarize the City of Hollywood Citywide Vulnerability Assessment and Adaptation Plan project. This project included literature review, data collection, climatological impact analysis and preliminary adaptation planning efforts for critical citywide assets. This project was conceived as an initial step (Phase 1) to assist the City of Hollywood in developing a consistent approach to addressing and mitigating potential long-term climate change impacts. The four threat categories of climate impact, as described in the request for proposal (RFP) for this project, are:

- Sea Level Rise (SLR)
- Storm Surge (SS)
- Extreme Precipitation (EP)
- Extreme Heat (EH)

Each of the sections of this memorandum will present a description of the overall project tasks and the relevant findings and/or results with respect to each of the climate impact categories. Note: The scope of this project was developed with the intent of creating visual and analytical materials (e.g., graphics, spreadsheets, etc.), as opposed to, extensive narrative documentation. Therefore, this document will be brief and reference the larger graphics (maps) and analytical tables (spreadsheets) prepared during the project.

## Introduction

The four threat categories referenced above impact the City in different ways. The first three (SLR, SS, EP) impact assets (e.g., roads, pump stations), which in turn, impact the population. The fourth (EH) impacts the population directly. This assessment discusses each category considering that difference.

The City of Hollywood is located in Southeast Florida, considered to be one of the most vulnerable geographic locations in the world with respect to sea level rise (SLR) and storm surge (SS). The increased frequency of severe weather further exacerbates that vulnerability and increases the need for



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well-informed planning and well-protected infrastructure. As part of that planning, the City has been proactive and initiated efforts to identify and evaluate future climate change impacts on important assets found within the City limits. As such, the extent to which extreme precipitation results in increased flooding thereby magnifying the effects of SLR and SS was also considered due to the potentially increasing intensity of rain events. In addition, the trend towards extended durations of higher temperatures in the region, their potential to adversely impact vulnerable populations, and ways in which impacts might be mitigated was also explored.

To achieve the objectives of the City, the project included a review and inventory of relevant science-based literature including regional climate change plans, vulnerability assessments, scientific publications, and other current documents related to projected impacts from anticipated climate change, including the Southeast Florida Climate Compact (Compact) regional sea level rise projections. A bibliography/catalog of the materials reviewed was submitted in early 2019.

This Citywide Assessment is intended to develop a standardized process by which the City can reasonably assess the resilience of its existing assets and select an Adaptation Plan to protect them against the four threat categories. This project utilized Light Detection and Ranging (LiDAR) technology and Geospatial Information Systems (GIS) data to determine vulnerability and also relied upon input from Department staff to help determine the asset criticality, which was then used to prioritize actions to be taken. These actions may include hardening/modification or other types of action (e.g., code change).

The planning horizon of scenarios for sea level rise and storm surge have been prepared for years 2035, 2050, 2075, and 2100. Extreme precipitation impacts are considered an existing threat that can be evaluated presently with the understanding that the frequency of events may increase as climate change impacts progress. Extreme precipitation, as discussed here, is based on a recent storm that occurred in December 2019 that exceeded a “100-year” storm in the coastal area. Extreme heat was considered based on persistent weather conditions (high temperatures) and observed climate change impacts (increased temperatures and durations as recorded and forecast by U.S. Census, American Community Survey (ACS) for Sensitive Populations and the National Land Cover Database 2016 for potential Urban Heat Islands). Note: Extreme heat is treated as a human exposure issue, not an asset vulnerability threat. Tree canopy cover was used as a method of exposure mitigation. Socioeconomic data was also used under the category of extreme heat to illustrate vulnerable population locations and their potentially limited ability to mitigate the exposure due to economic factors (e.g., lack or expense of air conditioning).

Ultimately, the goals were to collect available data, assess the potential threats and develop a preliminary action plan. More importantly, this project proposes a standard approach to evaluate vulnerabilities and establish criticality of assets with respect to future climate related hazards.





May 6, 2020

## Organization

This memorandum follows the main tasks of the scope approved by the City of Hollywood in November 2018. That scope included determination of climate impacts, identification of affected systems, a vulnerability and prioritization assessment workshop, prioritization of vulnerabilities, development of an adaptation catalog, a preliminary adaptation plan and community outreach.



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## 1. Future Climate Change Impacts Determination

A discussion of the approach used to develop each of the four threat categories and the scenarios for which the assets were evaluated is presented below.

### 1.1 Sea Level Rise

The projected sea level rise impacts associated with the City of Hollywood are presented in the series of maps previously provided under separate cover (May 2019). The maps presented were developed using available elevation data. This data was collected using a surveying technology that measures distance by illuminating a target with a laser light (LiDAR). The LiDAR information is based on a 2017 data collection event. This event produced five-square-foot quadrangles of elevation data. This data was overlaid with average water elevation projections derived from the Unified Sea Level Rise Projection for Southeast Florida updated per the 2015 Southeast Florida Regional Climate Change Compact for the planning years 2035 (12 inches SLR), 2050 (24 inches SLR), 2075 (36 inches SLR) and 2100 (60 inches SLR), using the USACE High Line. The figures illustrate the depth of local flooding present within the City during high tide.

A new set of projections was published by December 2019, after this study was completed. The projections suggest an incremental increase in SLR in comparison to the 2015 values. However, the new values do not change the results significantly because this Vulnerability Analysis used the USACE High Line estimations.

The main sea level rise impact to the City under near-term conditions (i.e., year 2035) is localized inundation measured in inches. The impact of future planning horizon sea level rise projections (i.e., 2100) is predicted to be geographically extensive inundation of greater than one foot extending to Federal Highway and along inland waterways within the City limits at each high tide.

### 1.2 Storm Surge

The projected storm surge impacts to the City are also presented in the maps previously provided (May 2019). The maps presented were developed based on the same available elevation data (LiDAR) used for the sea level rise development. This data is overlaid with water elevation projections derived from average sea level rise values from the Southeast Florida Regional Climate Change Compact for the planning years 2035, 2050, 2075 and 2100. The figures illustrate the depth of local flooding present within the City during a theoretical Category 3 hurricane making landfall along the City coast at high tide, modified for sea level rise increases. The Category 3 storm surge is based on historical data from several events making landfall along the southeastern Florida coast. The projected maximum inundation depth, or storm tide, (tidal elevation + storm surge) of that theoretical storm for each planning year is conservatively estimated to be 9.0, 10.0, 11.0, and 13.0 feet, respectively.

The main storm surge impact to the City under near-term conditions (i.e., year 2035) is localized inundation predicted to be between one and four feet in several areas. The impact of future planning horizon storm surge projections (i.e., year 2100) is predicted to be geographically extensive inundation of greater



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than 4.0 feet extending to Federal Highway and along inland waterways/low lying areas within the City limits during a Category 3 event.

### 1.3 Extreme Heat Events

South Florida experienced high temperature weather patterns across the region on a regular basis, as such, the analysis of “extreme heat” presents a unique challenge. Extreme heat does create localized conditions in other parts of the country and the world. These phenomena are called “heat islands”. They typically occur in densely populated areas or regions that are fully developed (e.g., New York City metropolitan area). South Florida is slightly different in that the temperature is consistent, within a few degrees, across the region. “Heat Islands” do not form in this region. In an effort to provide a systematic approach to evaluating “extreme heat” geographically, a surrogate was used to evaluate this threat and the impact to citizens. That geographical surrogate is tree canopy because this local feature mitigates some exposure to heat. A map was developed to illustrate the current tree canopy cover of the City to begin data collection for investigating differences in heat impacted areas. For tree canopy, the most recent Multi-Resolution Land Characteristics Consortium National Land Cover Database (NLCD) that covers Hollywood (i.e., year 2011) was used. Two sub-products were used from this dataset: 1) Percent tree canopy cover estimates, and 2) the Anderson Level II classified land cover sub-settled to areas identified as developed land. The maps included in the May 2019 package illustrate the initial findings of the local canopy cover in the City. The primary purpose of this figure is to show the geographical variability of the tree canopy as an indicator of local conditions along with projected heat trends.

Climate change will have an impact on the region over time, so in addition to geographical representation, a review of historical temperature data was performed. For this review, data was collected to understand the historical and projected duration of “high-heat” events, number of days requiring cooling/air-conditioning, and the average daily minimum (nighttime) temperature (NEMAC, Climate-by-Location, 2019). As expected, the historical temperature data has shown some variability, but the overall trend is increasing. It should be noted that a “cooling degree-day” is used as a unit where 65-degrees Fahrenheit is subtracted from the day’s average temperature. This unit indicates heat conditions in a given area as a metric for tracking trends in temperature data. This unit is used due to its historical interest for agriculture. The projected portion of the data show the predicted temperatures, including heat days, steadily increasing. As such, air conditioning systems may run continuously (i.e., day and night) through the summertime. Beyond putting stress on HVAC systems and on power producers, this puts a disproportionate stress on sensitive populations and is indicative of the impacts as projected climate change conditions become realized. The intent of this approach is to use the data to develop methodologies to evaluate the complex interaction of factors. For example, climate conditions (increasing warm temperature weather duration), localized geographic conditions (tree canopy) and population sensitivity (median income, age, etc.). This data was used to evaluate populations and systems that may be affected by that type of temperature related stress.

### 1.4 Extreme Precipitation

Extreme precipitation is also a difficult phenomenon to locate geospatially. The localized randomness of extreme precipitation events can make geographical representations unusable from a practical



May 6, 2020

standpoint. For this reason, an approach was developed to evaluate the potentially affected areas with respect to increasing rainfall rates of design storm events and existing geographic areas (i.e., FEMA Flood Zones). The intent of this approach is to allow a vulnerability analysis of current and future rain events on targeted areas of the city. Subsequent to the initiation of the project, an extreme event occurred locally (December 23, 2019). The rainfall data for that event is included in this memorandum, however, street level flooding is only estimated based on descriptions from residents and news/newspaper accounts.

The Maps from the May 2019 submittal present the current FEMA flood zones overlaid with rainfall depth data from an additional storm event that approximated a two-year return frequency with rainfall of approximately 4.5 inches across the City on 9/29/10. It should be noted that the magnitude and duration of this storm coincides with the 1-day maximum, 2-year storm event established by the South Florida Water Management District in Technical Publication EMA #390 (2001). An actual storm with these characteristics has been used as a “design storm” for this exercise in other municipalities in South Florida (i.e., Miami-Dade, FL). The maps also present a revision to that data which includes projected rainfalls for a future (i.e., year 2035) 2-year storm event, which is predicted to produce 5.28 inches of rainfall. The rainfall increase is based on high greenhouse gas emissions scenarios, which are modeled to affect weather patterns and ultimately storm event rainfall. “Non-exceedance” is a technical term that refers to the probability that the amount of rainfall in a 24-hour period will not exceed the stated value. For the purposes of this effort, the following 2-year storm events were modeled:

- 5.28-in based on 90 percent non-exceedance
- 4.84-in based on 67 percent non-exceedance
- 4.78-in based on 50 percent non-exceedance

The mapping results indicate the rainfall of a 2-year storm event across the City varies in density. The main impact of increased storm event rainfall depth may be that flood zone areas will have to be re-evaluated due to greater geographic impacts.

## 2. Affected Systems Identification

Following the determination of future climate change impacts, City systems/assets were geographically/spatially located on each map to illustrate the potential threat of each condition to a group of assets. A workshop with City staff was held to present the preliminary findings to each Department. This workshop included an exchange of information to understand the degree to which predicted impacts would affect respective assets and the corresponding mission of each Department. All conditions were represented (e.g., maps presented at the May 29, 2019 workshop use a Category 3 Hurricane for storm surge estimation). Below, similar examples are presented in each discussion.

### 2.1 Sea Level Rise

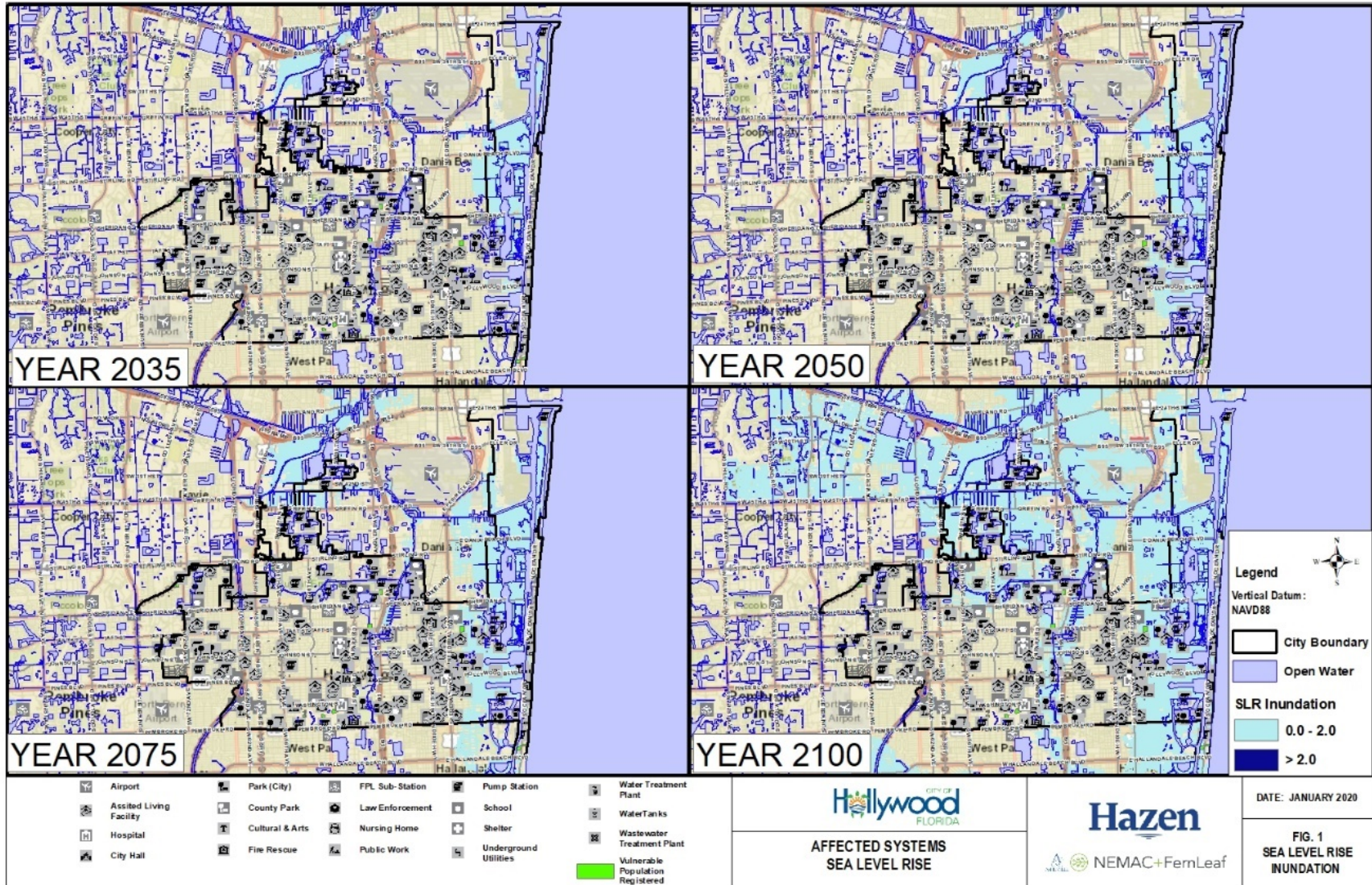
Compiled sea level rise flood information for the analysis years is presented in **Figure 1**. The SLR inundation is not expected to have a significant impact to City assets until the Year 2075. Limited



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inundation around the West Lake Park area is expected from 2035 to 2050. However, as the SLR increases it will start affecting the City east of Federal Highway. By the year 2100, most areas east of Federal Highway and adjacent to canals will be subject to SLR inundation. This will generally occur on a seasonal high tide frequency.

Figure 1: SLR Inundation: Affected Systems

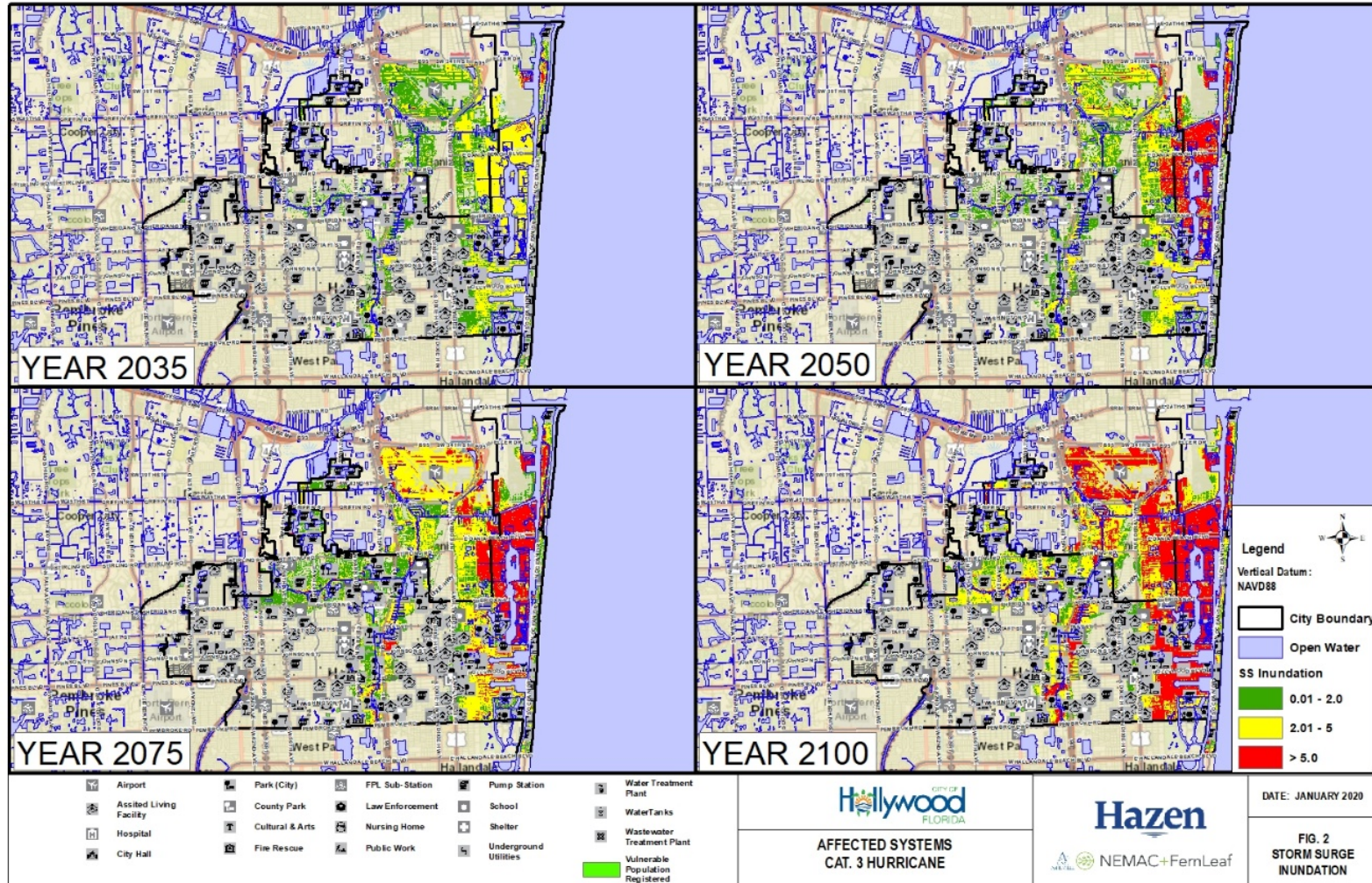


## 2.2 Storm Surge

Similar to Figure 1, **Figure 2** shows the estimated Storm Surge Inundation for a Category 3 Hurricane directly hitting at the City's shoreline. The storm surge has more significant impact to the City than the SLR. Beginning in the Year 2035 it is estimated that the flood may cover all areas from the coast to Federal Highway, and from Pembroke Rd to Sheridan St. By 2050, the elevation at Federal Highway contains the flooding, but canals convey the inundation further into the City, in the lower-lying areas. By the year 2100, the increased storm surge inundation will impact a significantly greater portion of the City.



Figure 2: Cat 3 Hurricane Storm Surge Inundation: Affected Systems

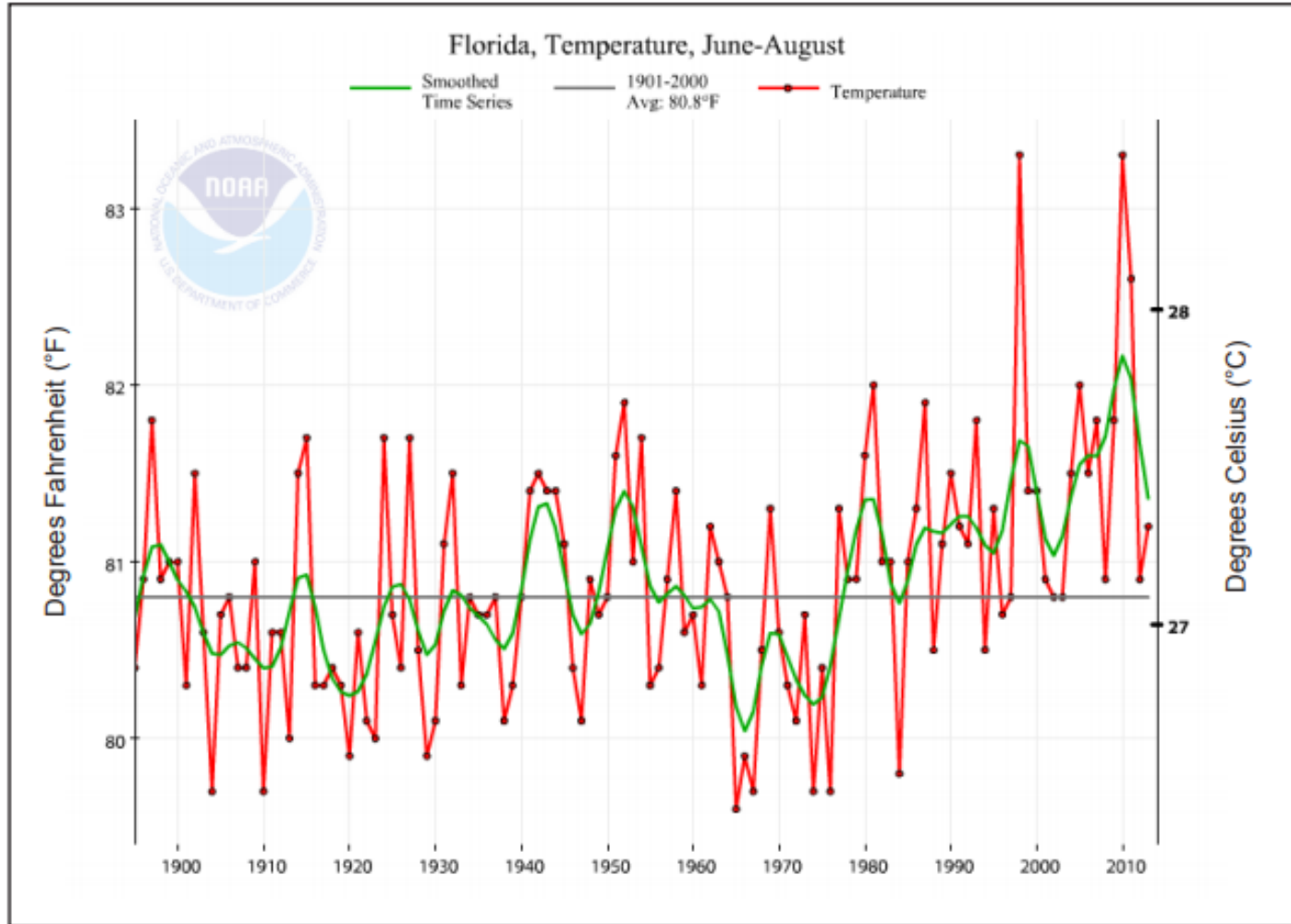


A detailed analysis will be presented in the Section 4.

## 2.3 Extreme Heat Events

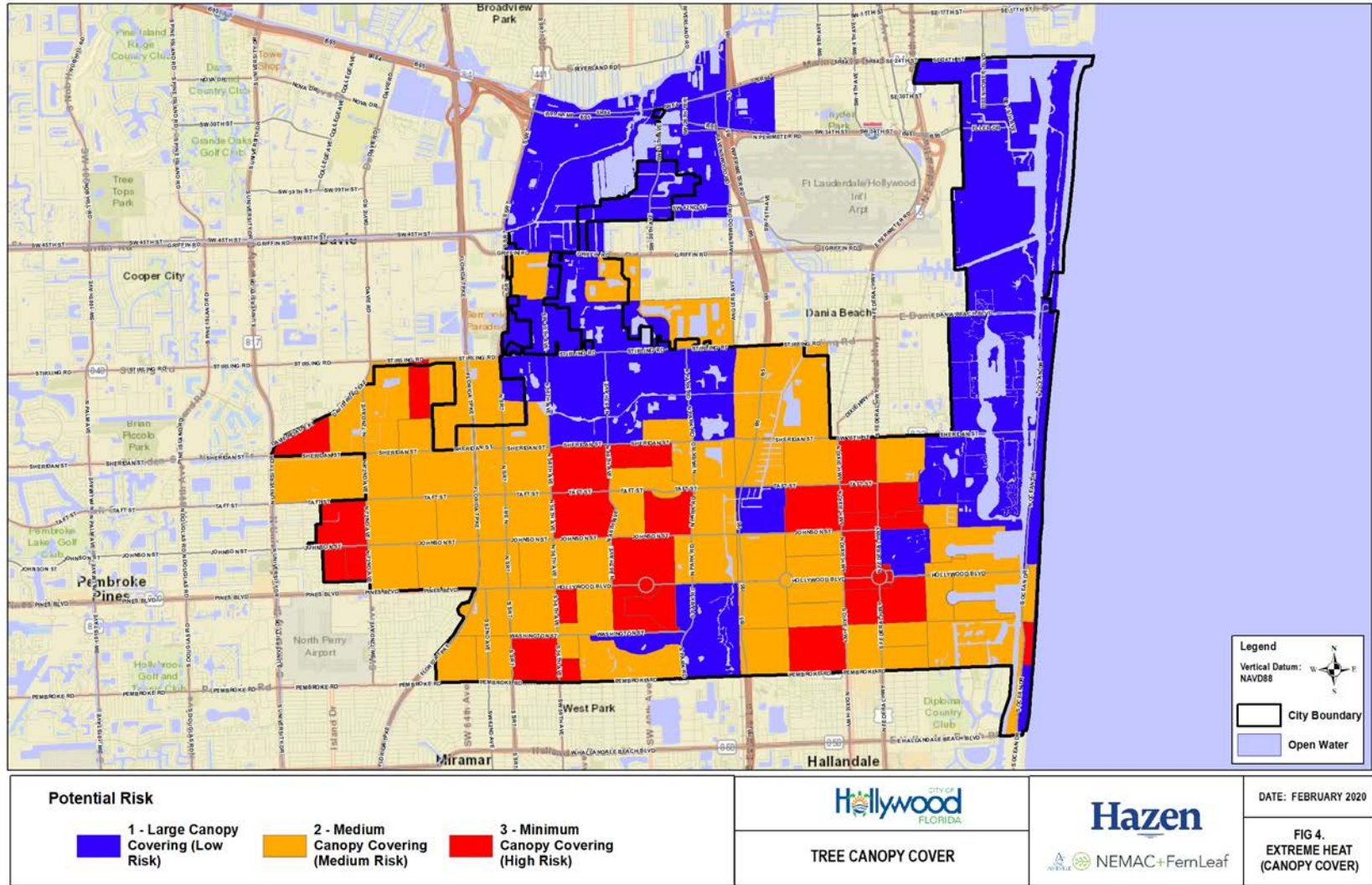
Extreme heat events are difficult to statistically categorize or rank. Average temperatures are typically above 80 degrees Fahrenheit for approximately five months in Florida with a mean temperature of 88 degrees. Eighty-eight degrees is also the reference value from a Florida Department of Health study (FDOH, 2015) above which, there is a strong correlation between Temperature and Heat-related Illness (HRI). **Figure 3** presents historical 3-month (June-August) data (NOAA, 2012), from the same report, where an increasing trend appears to be developing in recent years. If this trend continues, heat related impacts to the population may also increase as climate changes occur. The primary approach to mitigating extreme heat issues is to evaluate the available methods to reduce exposure to direct impacts of the conditions. Also, establishing the susceptibility of a population can be useful in determining impacts and subsequently addressing mitigation. The two criteria used in this study to systematically establish a vulnerability assessment were 1) tree canopy cover as a natural method of mitigation, and 2) identifying vulnerable populations to establish areas that may need assistance. Below, these two criteria are briefly discussed.

Figure 3 - Historical 3-month (June-August) Temperature



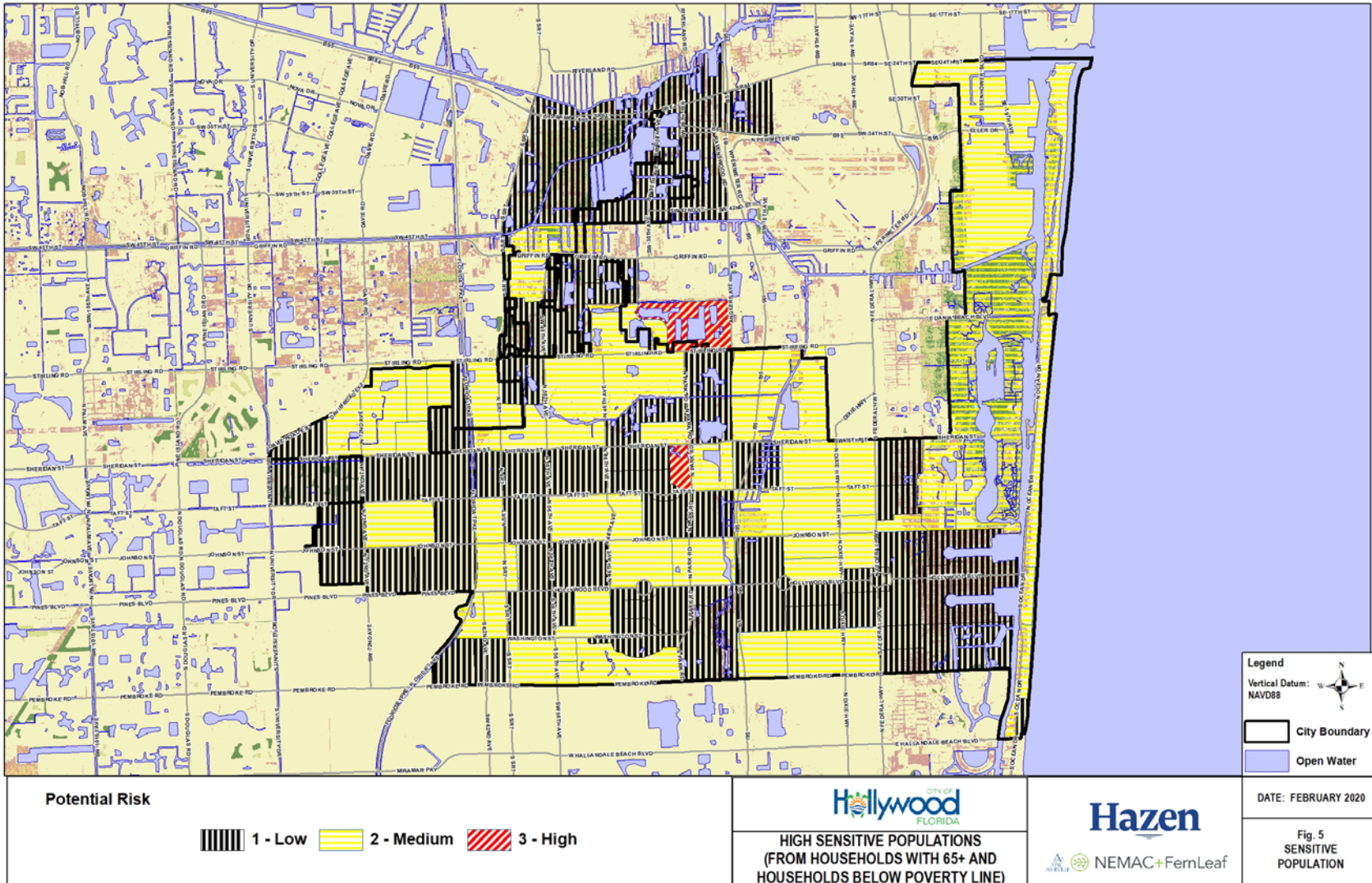
Tree canopy cover was used to establish areas within the city where residents were likely to be exposed to direct sunlight and therefore would be more susceptible to elevated temperatures. This approach is also typically used to identify what are known as “urban heat islands”, where the built-out conditions include concrete, asphalt, and other man-made landscape elements. As mentioned above, heat islands are not as distinct in tropical locations, but the canopy cover remains a useful surrogate for existing, natural mitigation. Estimated canopy cover within the City of Hollywood is presented in **Figure 4**.

Figure 4 – Estimated Canopy Cover in the City of Hollywood



In addition to tree canopy cover, “sensitive populations” were also identified while reviewing the available data. This information identifies populations that may not have the financial means to mitigate extended or harmful heat events (e.g., owning air conditioning or other methods of avoiding heat). Assisted living facilities were included in this study as part of the “sensitive populations” category given the susceptibility of the residents. These facilities by definition have sensitive populations and require infrastructure (A/C, elevators, etc.) that must be available to residents as potential climate change impacts increase in severity or during and after significant events that may increase exposure (e.g., power outages). This is especially critical after a storm event, such as a hurricane, where power may be unavailable for extended periods and building architecture is not conducive to occupancy without air conditioning. For the most sensitive portions of the population, these conditions also may necessitate generator backup power to operate air conditioning, as well as, elevators. In addition to the socio-economic conditions, other demographic data can be used to reveal locations of extremely sensitive portions of the community. An example of the geospatial results from this type of analyses are presented in **Figure 5**. This map illustrates the locations within the City with at-risk populations (e.g., low income, older than 65), based on the Centers for Disease Control (CDC) guidelines for identifying at-risk populations (CDC, 2015).

Figure 5 – Sensitive Population



## 2.4 Extreme Precipitation

Extreme precipitation is similar to extreme heat in that the impacts may be experienced across the City. This phenomenon is not necessarily a coastal phenomenon. For the purposes of this study extreme precipitation was only anecdotally analyzed for a storm in December of 2019. Again, although this storm did occur along the coast, such an event can happen anywhere in the City limits.

The typical two-year storm event in south Florida results in approximately 4.5 inches of rain in 24 hours, and it is projected to be 5.28 inches as result of climate change. **Figure 6** presents the projected accumulated rainfall from a “2-year” rain event. This event resulted in relatively little persistent street flooding. It is noted that the extreme rain event which occurred in December of 2019 between the 22nd and 23rd of the month exceeded the “2-year” amount significantly. The resulting inundation was not directly related to storm surge or an extreme high tide event. For comparison, the accumulated rainfall data is illustrated in **Figure 7** and the storm intensity is shown on the FDOT IFD curves presented in **Figure 8**. This event resulted in approximately one foot of street flooding for more than four hours, by some accounts, in the eastern parts of the City.



Figure 6 – Projected Precipitation

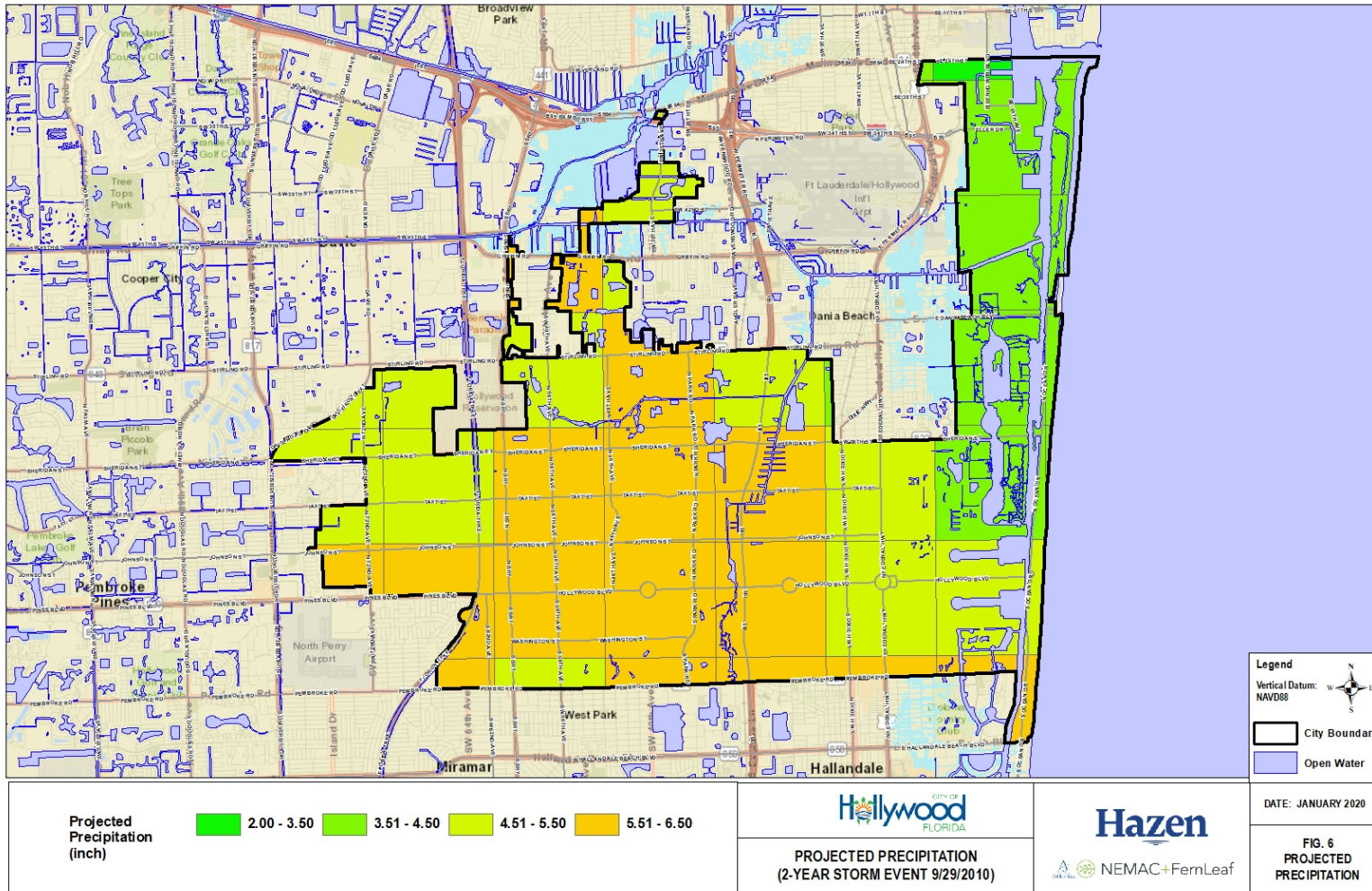


Figure 7 – Extreme Precipitation

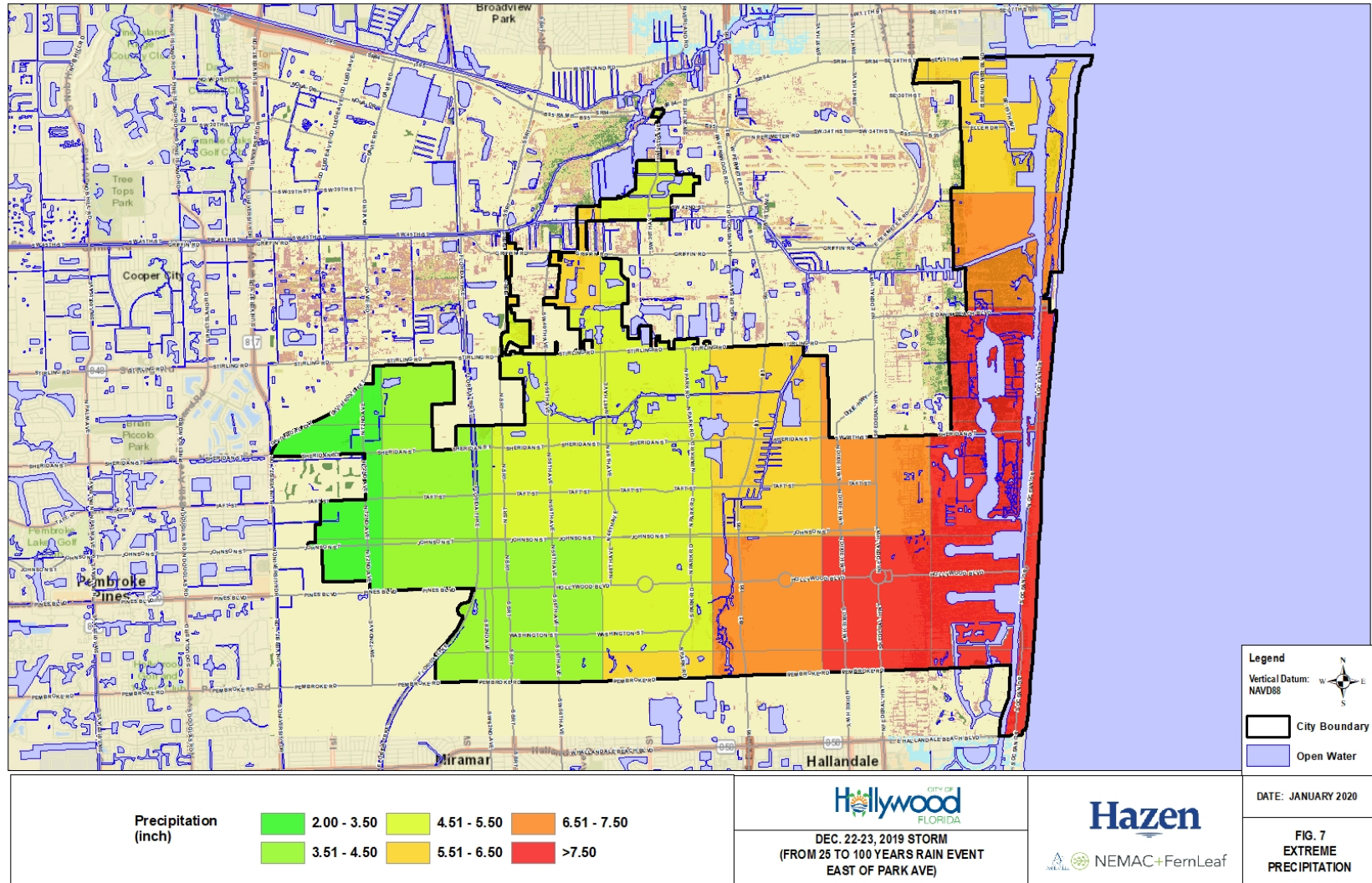
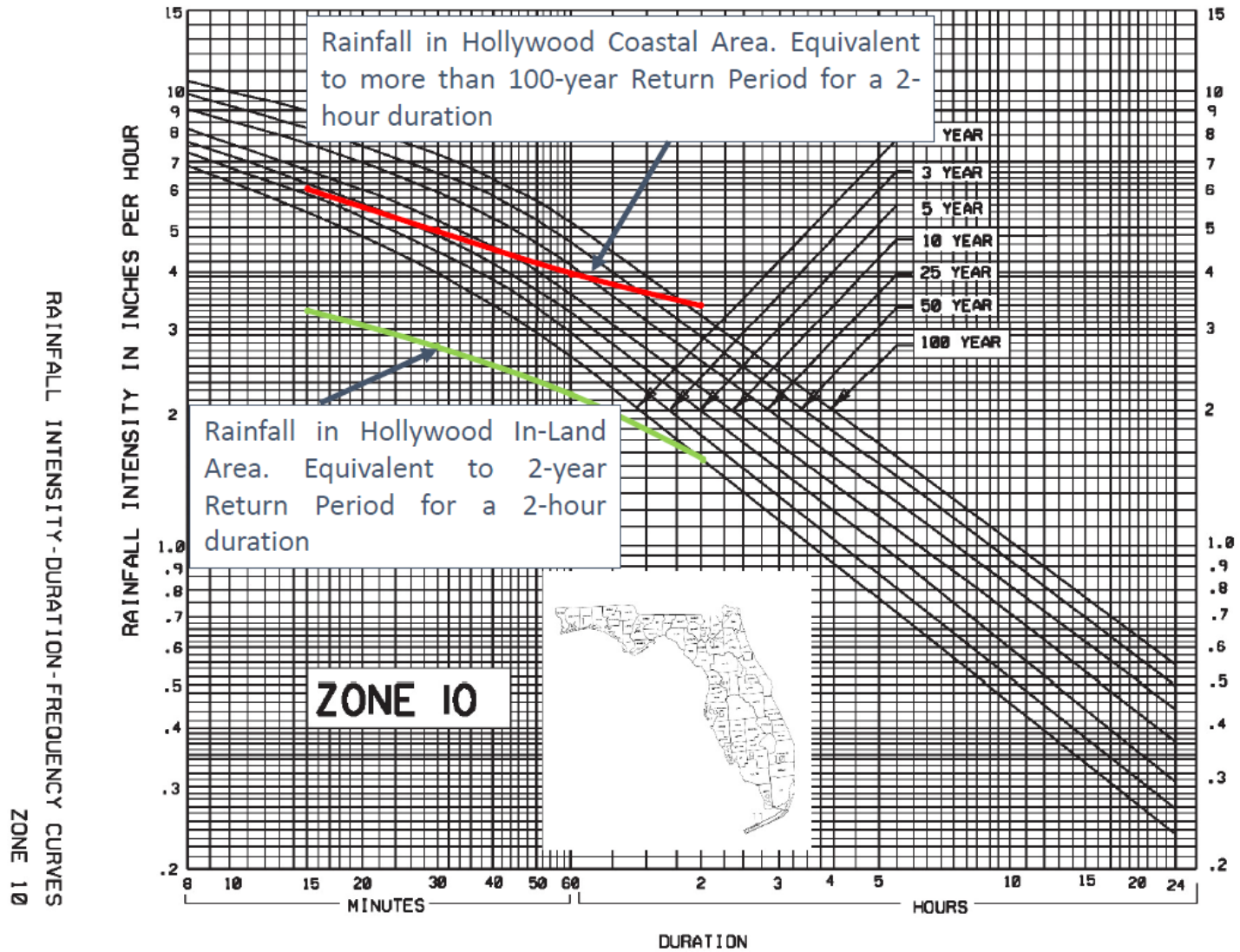


Figure 8 – December 23, 2019 Storm Intensity



### 3. Vulnerability and Prioritization Assessment Workshop

A workshop was held with all relevant City Departments to obtain institutional information from staff. Individual breakout sessions were held with key staff to review vulnerability assessments and confirm prioritization of assets. This includes discussions of Department “mission critical” assets and operations that may be affected by climate change impacts. The results of this workshop and the individual sessions were used to rank the criticality of assets during the prioritization task.

A vulnerability assessment workshop was conducted on May 29, 2019 with staff from all City Departments after identifying climate-related impacts as mentioned in the previous section. A series of Maps was presented for the planning horizon of scenarios for sea level rise, storm surge, and extreme heat events for years 2035, 2050, 2075, and 2100. Extreme precipitation was developed for the 2035 planning horizon. This information was provided in a graphical format under separate cover for each Department to illustrate the impact to their associated assets. During the meeting the list of each Department’s assets was discussed, and all departments committed to provide an updated list of their assets.

The staff provided additional information relevant to their work areas. Select relevant comments, discussions and questions from the meetings were:

- Fire trucks threshold is 24 inches of water (Public Safety)
- During recent rainfall-induced flooding near the lakes people had to abandon cars and walk out of flooded areas. (Public Safety)
- King tides with heavy rainfall have become really problematic. (Public Safety)
- Higher ground clearance vehicles as a resilience strategy. Police just purchased a high-water vehicle (Public Safety)
- State building code, require ambient air temp below 81 when temperatures exceed 90 degrees (Public Safety)
- 8% of evacuees statewide were not living in evacuation zones. This has implications for capacity of shelters (Public Safety)
- Fire Station 40 is on the beach subject to flooding (Public Safety)
- Fire Station 105 floods due to king tides (Public Safety)
- No issues with standing water at the wastewater treatment plant, nearby golf course helps to absorb runoff. Plant has been hurricane hardened (Public Utilities)
- The City’s sewer system has high Infiltration and Inflow (I&I) during extreme precipitation events. Inflow is more important than infiltration and people remove caps on cleanouts to drain property areas (Public Utilities)
- A Budget policy must be established for Parks/Community Centers in order to guarantee an optimal operation

- How do we have effect outreach? Public input messaging (Public Affairs)
- How do we deal with skepticism? (Public Affairs)
- After completion, how to message results in a positive fashion (Public Affairs)
- Long-term, how to manage messaging forward? (Public Affairs)
- 50% low to median income housing in the City (Development Services)
- New developments must be 18-inches above crown of road (code). If redevelop more than 50%, must bring facilities to code (Development Services)
- Development services
  - Tree grants
  - Cool roofs
  - Assisted Living Facilities (ALFs) required to have generators
  - Roughly 50% of the City of Hollywood population has low to moderate income
  - Large percentage is elderly, disabled
  - City does have latitude to make landscape requirements for trees
- 6 parks have a splash feature for cooling (PRCA)
- No community centers have generators, got a grant to install generator at Boulevard Heights community center (PRCA)

**Table 1** presents a summary of the assets under the responsibility of the departments. This first list enumerated a total of 620 assets. Upon review, it was determined that some assets were common among departments or did not belong to the city. The review lead to a total of 373 assets.

Table 1: Original Assets list provided by City of Hollywood Staff																
Locations Provided by Depart	Ownership and Type															Sub-Totals
	Municipal: Public City Park Cultural	County Public County Park	Regional County Park	Seminole Private	Seminole Residential	State: Public	State: State Park	Federal: Commercial Residential	Davie County	Private	Private: Commercial Residential Other	County Charter	County Center	Private Career		
Fire Rescue	6															6
Police	5															5
Assisted Living Facilities										55						55
Hospitals										3						3
Nursing Home										3						3
PRCA	65	3	2				2									72
Community Centers	12															12
Public Works	101															101
<b>Stormwater</b>																
Pump Stations	12															12
Weir Structure	18															18
<b>Wastewater</b>																
Pump Stations	88	17		4	1	7		3	1		140					261
Treatment Plant	1															1
<b>Water</b>																
Pump Stations	27															27
Storage Tanks	2															2
Treatment Plant	1															1
Education		14								13		7	2	2		38
Education - Shelter		2										1				3
<b>Sub-Totals</b>	338	36	2	4	1	7	2	3	1	74	140	8	2	2		
<b>Grand Total</b>																620

## 4. Vulnerability Prioritization

Subsequent to the identification of affected systems and assignment of criticality scores to the list of 367 individual assets provided by the City, the prioritization effort was executed. The prioritization process included assessments of the vulnerability of the asset based on the criteria selected (e.g., depth of inundation, percent of parcel inundated). These assessments were used to develop a vulnerability score. This score was combined with the criticality score assigned to each asset based on its importance to the function of the Department. The criticality rankings are subjective, however the relative ranking system did consider the need for the assets to be in service before, during and after storm or other climatological events.

### 4.1 Vulnerability

The Vulnerability Assessment was developed using the following steps:

1. Establishment of Geospatial Information and Inundation Vulnerability
2. Establishment of the Asset/Property Criticality

This portion of the project was developed using the following information and data sets from the identified sources:

1. County GIS Geodatabase: Broward County
2. 2017, 5-foot Digital Elevation Model (DEM), developed from LIDAR data: Broward County
3. Sea Level Rise Projections: South East Florida Regional Climate Change Compact Unified Sea Level Rise Projection
4. Storm Surge Predictions for Broward County, Category 3, Direct Hit: Based on modeling completed by NOAA 2017 projections.

The first step in the process was to use GIS to accurately identify the assets provided by the department and overlay the elevation data. An existing Broward County Digital Elevation Model from recent LiDAR was used. This model provided high-resolution ground topography information, similar to a topographic survey. All elevations used in this project are in the NAVD88 Vertical Datum System. Existing GIS information contained detailed geospatial information about the City's assets as well as other important privately-owned facilities, like hospitals and schools among others.

The next step was to determine a vulnerability score for each property, which was assessed by combining its exposure to SLR and SS. To account for the spatial variation of the SLR and SS coverages used in the evaluation, each property was divided in 10-foot by 10-foot grid cells. The SLR exposure for each cell was determined directly from the SLR depth file provided by the NOAA. Each cell was classified in three groups: 1) not exposed, 2) between 0.01 to 2-foot exposure and 3) more than 2-foot exposure.

A similar procedure was applied to the SS evaluation. In this case the SS exposure included additional inundation due to SLR and a calculation of the SS depth at each cell based on SS elevations and the

DEM provided by the County. The SS exposure was classified as follows: 1) not exposed, 2) between 0.01 to 2-foot exposure, 3) between 2.01 and 5-foot exposure and 4) more than 5-foot exposure.

These classifications, made at a grid level, were summarized for each property to identify the total area within the property that fell within each class. Water bodies such as canals and lakes were excluded from the summary and were not used to calculate the percent of the property exposed to each hazard. These percentages were then used to calculate a “Vulnerability Score” (V).

$$V = 1xSLR \text{ exp } (\leq 2) + 2xSLR \text{ exp } (> 2) + 1xSS \text{ exp } (\leq 2) + 2xSS \text{ exp } (\text{between } 2 \text{ and } 5) + 3xSLR \text{ exp } (> 5)$$

This score, which is a number from zero to five, indicates the level of exposure of the property. A score of 5 indicates that the 100% of the property is exposed to more than 2 feet of SLR and more than 5 feet of SS inundation. A score of zero indicates the property is not exposed to SLR or SS inundation. The resulting values were combined to develop a vulnerability score and ranking for each location, by department property/asset.

## 4.2 Establishment of Project/Property Criticality

While the criticality of each facility depends on the particular asset function, this assesment created a generic criticality score for all assets across departments. Initial scores were developed by Hazen & Sawyer and subsequent meetings with several staff members from each department were used to refine these estimates and more accurately determine asset criticality.

The final step in developing the Vulnerability Assessment prioritization list was to combine the vulnerability with the criticality of the asset. The product of the criticality score and the vulnerability score resulted in the Vulnerability-Criticality score (VC). Planners should note that assets and their importance (criticality) are independent of the property and its intrinsic exposure to sea level rise and storm surge (vulnerability).

The unique nature of the assets does not allow a simple comparison among them. Not all assets have to be available during an emergency, (Hospitals and Fire Rescue), and others may be activated days after the event occurs (Parks). Therefore, in order to allow for the comparison and ultimate ranking of assets across departments, it was necessary to adjust the Vulnerability-Criticality score using a Weighting Factor. This weighting considers the overall relative “event recovery” need for each asset. This was based experience and discussion with City Staff. **Table 2** shows the weighting factors used.



**Table 2: Vulnerability-Criticality (VC) Weighting Factors**

Department/Category	Weighting Factor
Assisted Living Facilities	1.0
Fire Rescue	1.0
Hospitals	1.0
Nursing Homes	1.0
Police	1.0
PU: Stormwater	1.0
PU: Wastewater	1.0
PU: Water	1.0
Shelter (Education)	1.0
Public Works	0.8
Education	0.6
Community Centers	0.6
Park Recreation and Cultural Affairs	0.4

A distribution of assets evaluated by department is presented in **Table 3**, as follows:

**Table 3: Total Assets Evaluated by Department**

#	Department/Category	No. Assets <sup>1</sup>	%
1	Assisted Living Facilities	53	14.4%
2	Education	41	11.0%
3	Fire Rescue	6	1.6%
4	Hospitals	3	0.8%
5	Nursing Home	3	0.8%
6	Police	5	1.3%
7	PRCA		
	Parks	62	16.6%
	Community Centers	11	2.9%
	<b>Total PRCA</b>	73	19.6%
8	Public Works <sup>2</sup>	57	15.3%
9	Public Utilities		
	Stormwater	12	3.2%
	Wastewater	89	23.9%
	Water	29	7.8%
	Underground Utilities	2	0.5%
	<b>Total Public Utilities</b>	132	35.4%
	<b>Total Assets</b>	373	100.0%

<sup>1</sup> List of Assets provided by the City of Hollywood

<sup>2</sup> Public Works does not include assets listed under another Department

A full list was developed which presents assets sorted both alphabetically and by their Criticality/Vulnerability Score for the Year 2075. This time period was selected for the future planning horizon after discussions with the City. The horizon is based on a nominal five-year window

for project identification/development/execution and estimated 50-year useful life of an asset. This timeframe selection was not the result of a rigorous evaluation of asset classes or projects.

**Table 4** shows the results for assets with the top 20 VC-adjusted scores. The VC index ranges between one and twenty-five, where a score of 25 indicates complete asset failure. This index combines the exposure of the parcel to flood by SLR and SS, allowing prioritization of facilities according to the vulnerability score. Selected flood values were restricted based on a statistical analysis using the 2nd and 98th percentiles. Extreme precipitation events will generate similar issues however the exposure is citywide. The threat of extreme precipitation was not used in the ranking.

## 5. Adaptation Strategies Catalog

An Adaptation Strategies Catalog (Tabular Format) of potential mitigation strategies for given vulnerabilities was developed. This Catalog was created upon completion of the prioritized vulnerable asset list presented previously in Table 4. Regional, state-wide, national, and global adaptation options and best practices for highest ranked asset classes were researched.

Adaptation options are organized into the following categories, according to how they reduce vulnerability:

- Reducing exposure (reducing the presence of assets in harm's way)
- Reducing sensitivity (changing the way an asset is potentially affected)
- Increasing adaptive capacity (enhancing the ability to cope or withstand)
- Emergency Responsiveness

The adaptation strategies “toolbox” is attached in **Appendix A**.

This project developed an approach to analyzing large data sets and GIS/DEM information to effectively prioritize assets for the City of Hollywood. The combination and indexing of vulnerability scoring from both sea level rise and storm surge perspectives was valuable in determining the potential impacts to properties. The use of the DEM, built from LIDAR data, in addition to the VC Adjusted allowed the analysis to include specific locations on vulnerable properties.

Table 4: 20 Highest VC Adjusted Assets

#	Department// Category	Name	SLR Depth (ft) <sup>1</sup>			Storm Surge Inundation Depth (ft) <sup>2</sup>			% of Property Exposed to SLR		% of Property Exposed to Storm Surge <sup>2</sup>			Vulnerability Score	Criticality	Vulnerability x Criticality	VC Adjusted	Ranking Based on VC Score
			Min	Max	Mean	Min	Max	Mean	% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft					
1	Stormwater	PS Building 02	0.40	0.52	0.46	4.83	5.41	5.13	100.0%	0.0%	0.0%	11.5%	88.5%	3.88	5	19.42	19.42	1
2	Stormwater	PS Building 01	0.44	1.19	0.66	4.77	7.68	5.40	100.0%	0.0%	0.0%	25.0%	75.0%	3.75	5	18.75	18.75	2
3	Fire Rescue	Fire Station 40	0.13	0.66	0.47	3.87	5.96	5.15	100.00%	0.00%	0.00%	32.10%	67.90%	3.68	5	18.40	18.40	3
4	Stormwater	PS Building 03	0.37	0.71	0.55	4.58	6.32	5.36	100.0%	0.0%	0.0%	40.4%	59.6%	3.60	5	17.98	17.98	4
5	Stormwater	PS Submersible 11	0.19	0.57	0.45	4.27	6.00	5.04	100.0%	0.0%	0.0%	44.2%	55.8%	3.56	5	17.79	17.79	5
6	Stormwater	PS Building 04	0.14	0.62	0.37	3.44	6.58	4.81	100.0%	0.0%	0.0%	71.2%	28.8%	3.29	5	16.44	16.44	6
7	Water	ET-01		0.60	0.32	2.88	5.61	4.52	96.0%	0.0%	0.0%	83.7%	16.3%	3.12	5	15.62	15.62	7
8	Stormwater	PS Submersible 08	0.03	0.35	0.19	3.43	5.03	4.17	100.0%	0.0%	0.0%	94.2%	5.8%	3.06	5	15.29	15.29	8
9	Stormwater	PS Submersible 12		0.09	0.02	2.95	4.00	3.54	40.4%	0.0%	0.0%	100.0%	0.0%	2.40	5	12.02	12.02	9
10	Wastewater	E-05	0.02	0.31	0.13	3.27	4.65	3.87	100.0%	0.0%	0.0%	100.0%	0.0%	3.00	4	12.00	12.00	10
11	Stormwater	PS Submersible 13		0.08	0.02	2.46	4.02	3.14	26.9%	0.0%	0.0%	100.0%	0.0%	2.27	5	11.35	11.35	11
12	Wastewater	E-02	0.37	0.59	0.52	4.60	5.68	5.25	100.0%	0.0%	0.0%	23.1%	76.9%	3.77	3	11.31	11.31	12
13	ALF	Eastside Active Living/Nova Palms		0.38	0.06	1.75	5.03	3.14	34.0%	0.0%	11.2%	86.6%	2.2%	2.25	5	11.25	11.25	13
14	Public Works	Hollywood Beach (Beach Maintenance Building)	0.20	0.93	0.41	4.04	5.72	4.81	100.0%	0.0%	0.0%	68.3%	31.7%	3.32	4	13.27	10.61	14
15	Wastewater	Wastewater Treatment Plant		0.47	0.05	0.27	5.18	2.83	24.9%	0.0%	19.3%	77.9%	2.8%	2.08	5	10.41	10.41	15
16	Water	FW-05				2.24	3.38	2.84	0.0%	0.0%	0.0%	100.0%	0.0%	2.00	5	10.00	10.00	16
17	ALF	Majestic Memory Care Center		1.05	0.12	0.28	7.11	2.58	24.1%	0.0%	44.8%	41.7%	13.5%	1.93	5	9.64	9.64	17
18	Stormwater	PS Submersible 06				1.92	2.61	2.15	0.0%	0.0%	13.7%	86.3%	0.0%	1.86	5	9.31	9.31	18
19	Wastewater	E-03	0.15	0.47	0.25	3.64	4.88	4.23	100.0%	0.0%	0.0%	100.0%	0.0%	3.00	3	9.00	9.00	19
20	Wastewater	E-06	0.05	0.19	0.13	3.47	4.36	3.92	100.0%	0.0%	0.0%	100.0%	0.0%	3.00	3	9.00	9.00	20

<sup>1</sup>Sea Level Rise Projections is based on up to 10 feet above average high tides. Therefore, it may not include inundation due to King Tides for all scenarios

<sup>2</sup>Storm Surge developed based on a direct impact of Category 3 hurricane at the City shoreline

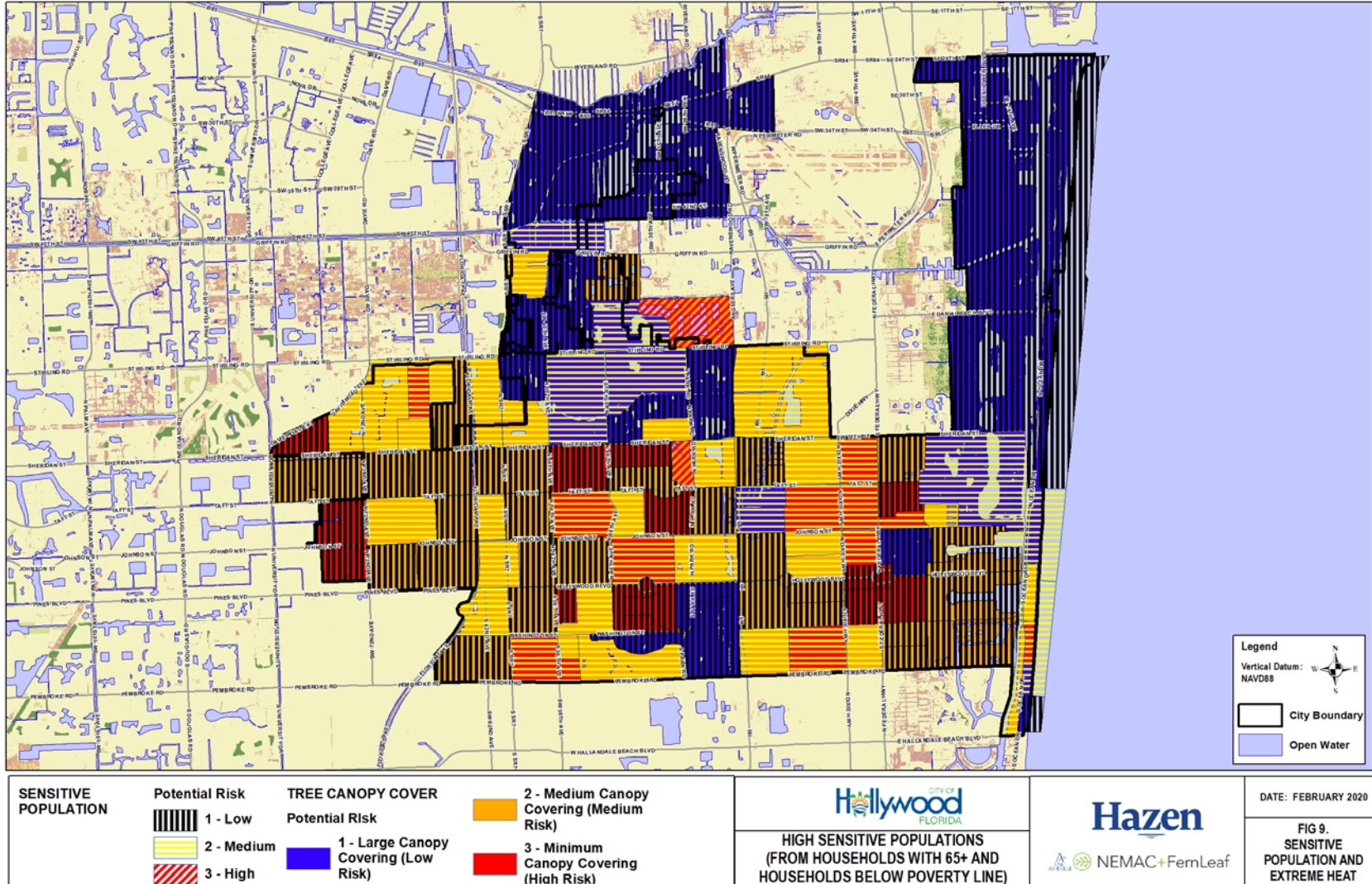
Six different threat categories were addressed in this analysis for the Year 2075. These categories are:

1. SLR Flood: The asset will only be impacted by SLR inundation
2. SS Flood: The asset will only be impacted by SS inundation
3. SLR Flood and Heat: The asset will be impacted by SLR in a non-Canopy area
4. SS Flood and Heat: The asset will be impacted by SS inundation in a non-Canopy area
5. Heat: Asset located in a non-canopy area
6. Extreme precipitation (Not included in asset threats due to limited data)

Of the 373 identified assets, a total of 128 assets were determined to be threatened in the Year 2075. These threats are mostly observed east of Federal Highway as a result of both SLR and SS.

The results show that the most sensitive population are predominantly located in Low Heat Risk areas, as shown in **Figure. 9**.

Figure 9: Sensitive Population and Extreme Heat



Tables 5 and 6 present a summary of threats by Frequency, and Location.

**Table 5: Summary of Frequency of Threatened Assets**

#	Threat/Combinations	No. Risk Occurrences	%
1	No Apparent Threat	245	65.7%
2	SLR + SS	19	5.1%
3	SS Flood	67	18.0%
4	SLR + SS +Heat	7	1.9%
5	SS Flood + Heat	24	6.4%
6	Heat	10	2.7%
7	SLR Flood	1	0.3%
<b>Total</b>		<b>373</b>	<b>100.0%</b>

**Table 6: Summary of Threatened Assets by Location**

#	Location	No. Assets	%
1	Total Coastal	99	77.3%
2	Total Inland	8	6.3%
3	Total Inland Canal	21	16.4%
<b>Total</b>		<b>128</b>	<b>100.0%</b>

The study addresses threats through these strategies: a) Hardening, b) Policy, c) Preserve / Restore Natural System, d) Public Outreach/Facilities, e) Reduce Impact and f) Support sensitive populations. Each strategy is combined with an option depending on the nature of the threat. **Appendix B** provides the Adaptation Plan to address threats for the assets considered. Note: six additional stormwater pump stations were included in the review, resulting in 128 total assets.

## 6. Preliminary Adaptation Plan and Community Outreach

The purpose of this preliminary Adaptation Plan is to present the proposed mitigation strategy, approach, general timeline and categorical costs of addressing threats to assets identified under the Citywide Vulnerability Assessment and Adaptation Plan (CM 18\_013). This Plan builds on the prior tasks of the project including, document review, vulnerability assessment, criticality determination, and adaptation toolbox development. The adaptation plan includes approaches to mitigate the impacts of sea level rise, storm surge, extreme heat and extreme precipitation on 128 assets that were determined to have some of amount vulnerability. Extreme heat and extreme precipitation are much more random and not anchored to any geographic feature in distribution. Extreme heat was addressed by considering the presence or availability of air conditioning and electrical generator power, and/or improving the canopy cover in the area. Extreme precipitation is a phenomenon that is important, but localized data, even event impact data (e.g., street level inundation) is very limited and anecdotal, at best. This threat should be addressed in all future stormwater mitigation efforts. The Adaptation Plan

is not meant to be a comprehensive document, but a first step in developing a long-term strategy to address these issues. This document also creates a hierarchy of at-risk assets that can be used as basis for the next steps to be executed by the City under separate, specific projects. The Plan categorizes costs as well as the schedule timeframes for the proposed activities.

The Adaptation Plan presents each asset by rank and includes the name and address of each element. Assisted living facilities (ALFs) and schools are included in the Plan. The Plan also includes the projected SS and SLR inundation as well as the percent of parcel information developed under the Vulnerability Task (Task 4). Each threat that impacts the asset is listed along with the threat mitigation strategy (e.g., hardening, code review, etc.) and approach, which outlines the next steps to be taken in executing the Plan (specific assessment or activity). General comments are listed for each asset to provide context as to the assets function or components. Categorical timeframe and cost ranges are provided for each assets' threat mitigation approach.

# Appendix A: Adaptation Toolbox

See Attached



City of Hollywood, Florida  
**CITY OF HOLLYWOOD**  
**CITYWIDE VULNERABILITY AND CRITICALITY STUDY - ADAPTATION TOOLBOX**

Threat	Asset	Area	Threat Mitigation Strategy	Adaptation Plan Approach	Unitized Cost	Units
Storm Surge	New Seawalls - Soil Retention	Coastal	Design Standards	Design Features to Mitigate Threat	\$ 500.00	Per LF
Storm Surge	Existing Seawalls - Soil Retention	Coastal	Hardening	Raising/Reinforcing asset	\$ 250.00	Per LF
Storm Surge	New Seawalls - Water Retaining/Management	Coastal	Design Standards	Design Features to Mitigate Threat	\$ 3,100.00	Per LF
Storm Surge	Existing Seawalls - Water Retaining/Management	Coastal	Hardening	Raising/Reinforcing asset	\$ 1,600.00	Per LF
Storm Surge	New Seawalls - Wave Action	Coastal	Design Standards	Design Features to Mitigate Threat	\$ 5,000-10,000	Per LF
Storm Surge	Existing Seawalls - Wave Action	Coastal	Hardening	Raising/Reinforcing asset	\$ 3,000-5,000	Per LF
Storm Surge	New Buildings - Office, General Use	Coastal	Design Standards	Design Features to Mitigate Threat	1-3%	of Project - One foot Height
Storm Surge	New Buildings - Utility, Fire, Police	Coastal	Design Standards	Design Features to Mitigate Threat	1-3%	of Project - One foot Height
Storm Surge	Existing Buildings - Office, General Use	Coastal	Hardening	Retrofit Mitigation - Water-tightening	\$ 5,000-10,000	Per opening - Large
Storm Surge	Existing Buildings - Utility, Fire, Police	Coastal	Hardening	Retrofit Mitigation - Water-tightening	\$ 5,000-10,000	Per opening - Large
Storm Surge	Existing Local Critical Asset - Electrical Equipment (Motors, Panels, etc.)	Coastal	Hardening	Retrofit Mitigation - Raising Asset	\$ 500-1,000	Per foot - Height
Storm Surge	New Local Critical Asset - Electrical Equipment (Motors, Panels, etc.)	Coastal	Design Standards	Design Mitigation - Raising Asset	\$ 500-1,000	Per foot - Height
Storm Surge	New Roads	Coastal	Design Standards	Design Mitigation - Raising Asset	\$ 200-500	Per LF - one foot Height
Storm Surge	Existing Roads	Coastal	Hardening	Design Mitigation - Raising Asset	\$ 200-500	Per LF - one foot Height
Storm Surge	Beach	Coastal	Hardening	Beach Renourishment	\$ 10,000,000.00	Lump sum
Sea Level Rise	New Roads	Citywide	Design Standards	Design Features to Mitigate Threat	\$ 500-1,000	Per LF - one foot Height
Sea Level Rise	Existing Roads	Coastal	Hardening	Design Mitigation - Raising Asset	\$ 200-500	Per LF - one foot Height
Sea Level Rise	New Buildings - Office, General Use	Coastal	Design Standards	Design Features to Mitigate Threat	1-3%	of Project - One foot Height
Sea Level Rise	New Buildings - Utility, Fire, Police	Coastal	Design Standards	Design Features to Mitigate Threat	1-3%	of Project - One foot Height
Sea Level Rise	Existing Buildings - Office, General Use	Coastal	Hardening	Design Mitigation - Water-tightening	\$ 5,000-10,000	Per opening - Large
Sea Level Rise	Existing Buildings - Utility, Fire, Police	Coastal	Hardening	Design Mitigation - Water-tightening	\$ 5,000-10,000	Per opening - Large
Sea Level Rise - Inland flooding	New Roads	Citywide	Design Standards	Design Mitigation - Raising Asset	\$ 100-200	Per LF - one foot Height
Sea Level Rise - Inland flooding	Existing Roads	Citywide	Hardening	Design Mitigation - Raising Asset	\$ 100-200	Per LF - one foot Height
Sea Level Rise - Inland flooding	Existing Buildings - Office, General Use	Citywide	Hardening	Design Mitigation - Water-tightening	1-3%	of Project - One foot Height
Sea Level Rise - Inland flooding	Existing Buildings - Utility, Fire, Police	Citywide	Hardening	Design Mitigation - Water-tightening	1-3%	of Project - One foot Height
Sea Level Rise - Inland flooding	New Buildings - Office, General Use	Citywide	Design Standards	Design Features to Mitigate Threat	\$ 5,000-10,000	Per opening - Large
Sea Level Rise - Inland flooding	New Buildings - Utility, Fire, Police	Citywide	Design Standards	Design Features to Mitigate Threat	\$ 5,000-10,000	Per opening - Large
Extreme Precipitaion	New and Existing Roads	Citywide	Design Standards	Design Features to Mitigate Threat (Increasing MS4 LOS)	\$ 200-400	Per LF - Improved Drainage or Raising road
Extreme Precipitaion	Existing Roads	Citywide	Hardening	Design Mitigation - Raising Asset	\$ 100-200	Per LF - one foot Height
Extreme Precipitaion	Heavily/Regularly Impacted Area	Citywide	Passive/Restoration	Preserve/Restore Natural systems that mitigate flood impacts	\$ 5,000-10,000	Per Acre
Extreme Precipitaion	Erosion Control	Citywide	Hardening	Design Features to Mitigate Threat	See Seawalls	NA
Extreme Heat	Residents - Assisted Living	Citywide	Policy	Review Code Requirements for AC/Generator/Elevator	1-3%	of Project - Electrical/Mechanical
Extreme Heat	Residents - Low income/At-Risk	Citywide	Support sensitive populations	Provide financial assistance (i.e. voucher programs) for low-income residents to help with power bills, energy upgrades to homes and apartments, and support services (i.e.air conditioning units) during extended periods of high temperature	NA	
Extreme Heat	Natural Areas, Parks, and Greenways	Citywide	Increase canopy coverage	Increase the urban tree canopy and target areas with urban heat island impacts.	\$ 200.00	per tree
Extreme Heat	Residents	Citywide	Public Outreach/Facilities	Designate public cooling shelters for extreme heat events (library, community centers) within City facilities, with partners (i.e. non-profits)	NA	
Extreme Heat	Public Services and People	Citywide	Public outreach/facilities	Create outreach program about cooling centers to public to promote where to go and decide when to do it	\$ 250,000.00	Lump sum
Extreme Heat	Natural Areas, Parks, and Greenways	Citywide	Preserve/Restore Natural System	Find ongoing funds to replant established canopy after events	\$ 200.00	per tree
Extreme Heat	Government-Owned Property	Citywide	Public Outreach/Facilities	Install and promote splash pads in targeted areas, investigate if there's a best practice to know if we have enough	\$ 1,000.00	Per Location
Extreme Heat	Multiple Assets	Citywide	Reduce Impact	Look at reducing heat absorbing materials (parking lots, parks) (i.e. Grassy), partner with Engineering, Design	NA	
Extreme Heat	Multiple Assets	Citywide	Policy	Incorporate resilience assessment in scoring and evaluation of new projects (metrics)	NA	
Extreme Heat	Natural Areas, Parks, and Greenways	Citywide	Increase canopy coverage	Create an urban forestry position to address tree canopy sustainability under urban forest tree management plan	\$ 100,000.00	Study/Plan
Extreme Heat	Multiple Assets	Citywide	Increase canopy coverage	Make sure there is shade, safe biking and walking connections in socially vulnerable areas	\$ 100,000.00	Study/Plan
Extreme Heat	Public Services and People	Citywide	Public Outreach/Facilities	Determine what the thresholds are to indicate when a heat and humidity (heat index) alert may be triggered	\$ 100,000.00	Study/Plan
Extreme Heat	Multiple Assets	Citywide	Reduce Impact	During strategic planning install landscaping and build structures to leverage sea winds and investigate what other coastal cities have done	\$ 100,000.00	Study/Plan
Extreme Heat	Multiple Assets	Citywide	Study	Determine what impacts of parks/tree canopy/wind flow are on surrounding areas (urban tree canopy analysis)	\$ 100,000.00	Study/Plan

## Appendix B: Adaptation Plan (128 Assets)

See Attached

Rank	Department	Name	Address	% of Property Exposed to SLR		% of Property Exposed to Storm Surge <sup>2</sup>			Vulnerability Score	Criticality	Vulnerability x Criticality	Weighting Factor	Vulnerability x Criticality Adjusted	Area Flooding	Threat	Threat Mitigation Strategy			Adaptation Plan Approach	Comments	Schedule (Near term 1-3 yrs, Medium Term 3-5yrs, Long Term 5+ yrs)	Potential Cost Range (Low - \$0-100K, Med. \$100K-1M, High. Greater than \$1M)
				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat				
1	Stormwater	PS Building 02		100.0%			11.5%	88.5%	3.88	5	19.42	1.0	19.42	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Near Term	Low
2	Stormwater	PS Building 01		100.0%			25.0%	75.0%	3.75	5	18.75	1.0	18.75	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Medium Term	Low
3	Fire Rescue	Fire Station 40	707 S Ocean Dr, Hollywood, FL, 33019	100.00%			32.10%	67.90%	3.68	5	18.40	1.0	18.40	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Confirm central air conditioning and generator backup.	This is a Fire Station and is considered highly critical before during and after an event . May also be used to shelter staff throughout. Hardening should include mitigation of all potential pathways for inundation.	Near Term	Medium
4	Stormwater	PS Building 03		100.0%			40.4%	59.6%	3.60	5	17.98	1.0	17.98	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Near Term	Low
5	Stormwater	PS Submersible 11		100.0%			44.2%	55.8%	3.56	5	17.79	1.0	17.79	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Not an occupation issue for PS	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Medium Term	Low
6	Stormwater	PS Building 04		100.0%			71.2%	28.8%	3.29	5	16.44	1.0	16.44	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		Flood - Location assessment including actual building penetration and asset elevations. Flood - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets (panels), enclosing multiple asset area/building).	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Medium Term	Low
7	Water	ET-01	11115 Thomas St, Hollywood, FL 33019	96.0%			83.7%	16.3%	3.12	5	15.62	1.0	15.62	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is an elevated storage tank location and is considered critical throughout an event and assets have to be functional. There are limited staff or public accommodation needs. There are also limited hardening needs.	Long Term	Low
8	Stormwater	PS Submersible 08		100.0%			94.2%	5.8%	3.06	5	15.29	1.0	15.29	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Near Term	Low
9	Stormwater	PS Submersible 12		40.4%			100.0%		2.40	5	12.02	1.0	12.02	Coastal	SS, Heat		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Not an occupation issue for PS	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Medium Term	Low
10	Wastewater	E-05	1000 N Northlake Dr, Hollywood	100.0%			100.0%		3.00	4	12.00	1.0	12.00	Coastal	SS, Heat		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Not an occupation issue for PS	This is a wastewater pump station and is considered critical before during and after an event . Not an occupied bldg.	Near Term	Low
11	Stormwater	PS Submersible 13		26.9%			100.0%		2.27	5	11.35	1.0	11.35	Coastal	SS, Heat		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Not an occupation issue for PS	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Medium Term	Low
12	Wastewater	E-02	1210 N Ocean Drive, Hollywood	100.0%			23.1%	76.9%	3.77	3	11.31	1.0	11.31	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	NearTerm	Low
13	ALF	Eastside Active Living/Nova Palms	1600 Taft St, Hollywood, FL	34.0%		11.2%	86.6%	2.2%	2.25	5	11.25	1.0	11.25	Coastal	SS, Heat		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Review Code Requirements for AC/Generator/Elevator	SLR Flooding - Location assessment including actual building penetration and asset elevations. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Confirm central air conditioning and generator backup. Heat - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. The facility should be hardened to address possible flooding conditions due to SLR and SS. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Medium
14	Public Works	Hollywood Beach (Beach Maintenance Building)	1112 North Ocean Drive	100.0%			68.3%	31.7%	3.32	4	13.27	0.8	10.61	Coastal	SLR, SS	Hardening Mitigation Water-tightening			SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a Public Works Facility and is considered highly critical before during and after an event. Will not be used to shelter staff throughout, but for use immediately after an event.	Near Term	Medium

<sup>1</sup>Sea Level Rise Projections is based on up to 10 feet above average high tides . Therefore, it may not include inundation due to King Tides for all scenarios  
<sup>2</sup>Storm Surge developed based on a direct impact of Category 3 hurricane at the City shoreline

Rank	Department	Name	Address	% of Property Exposed to SLR		% of Property Exposed to Storm Surge <sup>2</sup>			Vulnerability Score	Criticality	Vulnerability x Criticality	Weighting Factor	Vulnerability x Criticality Adjusted	Area Flooding	Threat	Threat Mitigation Strategy			Adaptation Plan Approach		Schedule (Near term 1-3 yrs, Medium Term 3-5yrs, Long Term 5+ yrs)	Potential Cost Range (Low - \$0-100K, Med. \$100K-1M, High. Greater than \$1M)
				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution	Comments		
15	Wastewater	Wastewater Treatment Plant	1621 N 14th Ave, Hollywood, FL 33020	24.9%		19.3%	77.9%	2.8%	2.08	5	10.41	1.0	10.41	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.			<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Confirm central air conditioning and generator backup.	This is a wastewater treatment location and is considered highly critical before during and after an event . May also be used to shelter staff throughout, therefore includes heat consideration although not in a heat island or vulnerable population area.	Long Term	High
16	Water	FW-05	1200 Sheridan St, Hollywood, FL 33019				100.0%		2.00	5	10.00	1.0	10.00	Citywide (Inland)	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.			<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a Raw Water Well and is critical throughout an event. Estimated flooding conveyed by canal, inland to asset location	LongTerm	Low
17	ALF	Majestic Memory Care Center	1200 Arthur St, Hollywood, FL	24.1%		44.8%	41.7%	13.5%	1.93	5	9.64	1.0	9.64	Coastal	SS, Heat	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Review Code Requirements for AC/Generator/Elevator	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Confirm central air conditioning and generator backup. <b>Heat</b> - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
18	Stormwater	PS Submersible 06				13.7%	86.3%		1.86	5	9.31	1.0	9.31	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Heat exposure not a concern for this asset.	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Near Term	Low
19	Wastewater	E-03	1100 N Ocean Dr, Hollywood	100.0%			100.0%		3.00	3	9.00	1.0	9.00	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Not an occupation issue for PS	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low
20	Wastewater	E-06	1350 Funston St, Hollywood	100.0%			100.0%		3.00	3	9.00	1.0	9.00	Coastal	SS, Heat	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Not an occupation issue for PS	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low	
21	Wastewater	E-01	2100 N Ocean Drive, Hollywood	76.9%			80.8%	19.2%	2.96	3	8.88	1.0	8.88	Coastal	SLR, SS	Design Mitigation - Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low
22	ALF	Azalea Gardens	1701 Mayo St, Hollywood, FL			41.0%	59.0%		1.59	5	7.95	1.0	7.95	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations. <b>ALF General</b> - Confirm central air conditioning and generator backup. <b>ALF General</b> - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
23	ALF	North Lake Retirement Home	1222 N 16th Ave, Hollywood, FL			56.4%	43.6%		1.44	5	7.18	1.0	7.18	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Review Code Requirements for AC/Generator/Elevator	<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations. <b>ALF General</b> - Confirm central air conditioning and generator backup. <b>ALF General</b> - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
24	Stormwater	PS Building 09				63.6%	31.8%	4.5%	1.41	5	7.05	1.0	7.05	Inland Canal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
25	Wastewater	E-04	1000 S Southlake Dr, Hollywood	26.9%			100.0%		2.27	3	6.81	1.0	6.81	Coastal	SS, Heat	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Not an occupation issue for PS	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
26	Wastewater	E-09	329 Balboa Street, Hollywood	23.1%			100.0%		2.23	3	6.69	1.0	6.69	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>Flood</b> - Location assessment including actual building penetration and asset elevations. <b>Flood</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
27	Public Works	Eco Grande (Cart Barn/Storage Maintenance)	1451 Taft St, Hollywood	76.4%		2.6%	94.7%	2.8%	2.77	3	8.30	0.8	6.64	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a Public Works Facility and is NOT considered highly critical before during and after an event. Will not be used to shelter staff throughout. Degree of flooding indicates potential damage. City may elect to protect/modify.	Near Term	medium
28	Public Works	Hammerstein Residence And Garage	1520 Polk Street			10.9%	89.1%		1.89	4	7.56	0.8	6.05	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a Public Works Facility and is NOT considered highly critical before during and after an event. Will not be used to shelter staff throughout, but it may be use for residents parking during the event.	Medium Term	Low	

<sup>1</sup>Sea Level Rise Projections is based on up to 10 feet above average high tides . Therefore, it may not include inundation due to King Tides for all scenarios  
<sup>2</sup>Storm Surge developed based on a direct impact of Category 3 hurricane at the City shoreline

Rank	Department	Name	Address	% of Property Exposed to SLR		% of Property Exposed to Storm Surge <sup>2</sup>			Vulnerability Score	Criticality	Vulnerability x Criticality	Weighting Factor	Vulnerability x Criticality Adjusted	Area Flooding	Threat	Threat Mitigation Strategy			Adaptation Plan Approach		Comments	Schedule (Near term 1-3 yrs, Medium Term 3-5yrs, Long Term 5+ yrs)	Potential Cost Range (Low - \$0-100K, Med. \$100K-1M, High. Greater than \$1M)
				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution				
29	Wastewater	E-13	751 Sheridan St, Hollywood	51.9%		3.8%	78.8%	17.3%	2.65	2	5.31	1.0	5.31	Coastal	SLR, SS	Hardening Mitigation - Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>Flood</b> - Location assessment including actual building penetration and asset elevations. <b>Flood</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets (panels), enclosing multiple asset area/building).	This is a very wastewater pump station a park and is considered low critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
30	Wastewater	P-03	3100 SW 42nd Avenue, Hollywood			25.0%	75.0%		1.75	3	5.25	1.0	5.25	Coastal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
31	ALF	Hollywood Beach Ret Home	1722-26 Madison St, Hollywood, FL			100.0%			1.00	5	5.00	1.0	5.00	Coastal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations. <b>ALF General</b> - Confirm central air conditioning and generator backup. <b>ALF General</b> - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Medium	
32	ALF	H Floridian Inc	1831 Plunkett St, Hollywood, FL			95.12%			0.95	5	4.76	1.0	4.76	Coastal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations. <b>ALF General</b> - Confirm central air conditioning and generator backup. <b>ALF General</b> - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
33	Wastewater	E-07	3516 S Ocean Drive, Hollywood	30.8%		76.9%	19.2%	3.8%	1.58	3	4.73	1.0	4.73	Coastal	SS, Heat		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Not an occupation issue for PS	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
34	Police	South East Network Center	1511 S Federal Hwy, Hollywood, FL, 33020			81.0%	5.5%		0.92	5	4.60	1.0	4.60	Coastal	SLR, SS, Heat	Hardening Mitigation - Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Confirm central air conditioning and generator backup.	This is a Police Facility and is considered highly critical before during and after an event . May also be used to shelter staff throughout.	Medium Term	Medium	
35	Wastewater	P-01	3701 SW 30th Avenue, Hollywood			57.7%	42.3%		1.42	3	4.27	1.0	4.27	Inland Canal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
36	Public Works	Hollywood Beach Golf & Country Club (Clubhouse)	1650 Johnson St, Hollywood	15.6%		57.7%	37.2%	5.1%	1.63	3	4.89	0.8	3.92	Coastal	SS		Dsign features to mitigate threat.		<b>SS Flooding</b> - Design of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	Design currently underway	Near Term	Medium	
37	Nursing Home	Golfcrest Health Care Center	600 N 17th Ave, Hollywood, FL			72.9%			0.73	5	3.65	1.0	3.65	Coastal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations. <b>ALF General</b> - Confirm central air conditioning and generator backup. <b>ALF General</b> - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
38	Wastewater	E-19	1830 S Westlake Drive, Hollywood			82.7%	17.3%		1.17	3	3.52	1.0	3.52	Coastal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
39	Wastewater	E-14	1480 Three Island Blvd, Hollywood			86.5%			0.87	4	3.46	1.0	3.46	Coastal	SLR, SS, Heat	Hardening Mitigation - Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Heat exposure not a concern for this asset.	This is a wastewater pump station and is considered critical before during and after an event . Not an occupied bldg.	Near Term	Low	
40	Wastewater	E-10	1250 Sheridan Street (Westlake Bathhouse), Hollywood			36.5%	63.5%		1.63	2	3.27	1.0	3.27	Coastal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a very wastewater pump station a park and is considered low critical before during and after an event . Not an occupied bldg.	Near Term	Low	
41	PRCA	John B Kooser Memorial Park	1401 Polk St	100.0%			100.0%		4.00	2	8.00	0.4	3.20	Coastal	SLR, SS				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
42	PRCA	Eppleman Park	Tyler St	100.0%			13.1%	86.9%	3.87	2	7.74	0.4	3.10	Coastal	SLR, SS, Heat				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
43	Wastewater	E-08	800 Three Islands Blvd, Hollywood			100.0%			1.00	3	3.00	1.0	3.00	Coastal	SLR, SS, Heat	Hardening Mitigation - Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Heat exposure not a concern for this asset.	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low	

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Rank	Department	Name	Address	% of Property Exposed to SLR		% of Property Exposed to Storm Surge <sup>2</sup>			Vulnerability Score	Criticality	Vulnerability x Criticality	Weighting Factor	Vulnerability x Criticality Adjusted	Area Flooding	Threat	Threat Mitigation Strategy			Adaptation Plan Approach		Comments	Schedule (Near term 1-3 yrs, Medium Term 3-5yrs, Long Term 5+ yrs)	Potential Cost Range (Low - \$0-100K, Med. \$100K-1M, High. Greater than \$1M)
				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution				
44	Wastewater	E-12	976 Weeping Willow Way, Hollywood			100.0%			1.00	3	3.00	1.0	3.00	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low		
45	Wastewater	N-17	3865 SW 53rd Place, Hollywood			100.0%			1.00	3	3.00	1.0	3.00	Inland Canal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low		
46	Wastewater	E-15	1461 Marina Drive, Hollywood			100.0%			1.00	3	3.00	1.0	3.00	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Heat exposure not a concern for this asset.	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low		
47	Wastewater	E-18	1100 Lyontree Street, Hollywood			100.0%			1.00	3	3.00	1.0	3.00	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low		
48	Wastewater	X-108	1 Young Cir, Hollywood			100.0%			1.00	3	3.00	1.0	3.00	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low		
49	Wastewater	W-11	2702 Harding Street, Hollywood	100.0%					1.00	3	3.00	1.0	3.00	Inland Canal	SLR	Hardening Mitigation - Water-tightening		<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected.	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Medium Term	Low		
50	Public Works	Art And Cultural Center	1650 Harrison Street, Hollywood			77.3%	22.5%		1.22	3	3.67	0.8	2.94	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a public works building that is not anticipated to be needed before, during or after a storm	Long Term	Low		
51	Wastewater	E-17	1675 Seagrape Way, Hollywood			96.2%			0.96	3	2.88	1.0	2.88	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low		
52	Community Centers	Hollywood Beach Culture and Community Center	1301 S Ocean Dr, Hollywood, FL, 33019	34.3%		94.0%	6.0%		2.40	2	4.81	0.6	2.88	Coastal	SS, Heat	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Not an occupation issue for PS	This is a Community Services building that is not anticipated to be needed before, during or after a storm, however may be called to service.	NearTerm	High		
53	PRCA	Hollywood Marina	700 Polk St	95.9%		2.1%	39.3%	58.8%	3.52	2	7.05	0.4	2.82	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Confirm central air conditioning and generator backup.	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements. Recent Boat Ramp improvements include such mitigation.	Medium Term	Low		
54	Public Works	Garfield Parking Deck	Garfield St, Hollywood	97.5%		57.5%	42.5%		3.40	1	3.40	0.8	2.72	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	Parking deck may have limited electrical/mechanical equipment.	Long Term	Low		
55	Wastewater	E-16	901 Three Islands Blvd, Hollywood			90.4%			0.90	3	2.71	1.0	2.71	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Heat exposure not a concern for this asset.	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Near Term	Low		
56	PRCA	Holland Park	Johnson St	80.9%		2.2%	38.5%	59.3%	3.38	2	6.76	0.4	2.70	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Medium Term	Low		
57	Public Works	Hollywood Beach Golf & Country Club (Maintenance)	1650 Johnson St, Hollywood			100.0%			1.00	3	3.00	0.8	2.40	Coastal	SS	Design features to mitigate threat.		<b>SS Flooding</b> - Design of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	Design currently underway	Near Term	Medium		
58	Wastewater	E-11	1150 Sheridan Street (Westlake Boathouse), Hollywood			82.7%	17.3%		1.17	2	2.35	1.0	2.35	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a very wastewater pump station a park and is considered low critical before during and after an event . Not an occupied bldg.	Medium Term	Low		
59	PRCA	Eco Grande Golf Course	1451 Taft St	61.4%		13.4%	66.0%	17.4%	2.59	2	5.18	0.4	2.07	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	<b>SS and SLR</b> - Design Features to Mitigate Threat	Golf Course design features can be implemented to limit impacts of both SS and SLR	Medium Term	Medium		
60	Education	South Broward High School	1901 N Federal Hwy, Hollywood, FL 33020	16.9%		19.4%	39.0%		1.14	3	3.43	0.6	2.06	Coastal	SS, Heat	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Confirm AC and Generator Backup	School Board Facility	Long Term	Medium		

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				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution				
61	Community Centers	Garfield Community Center	300 Connecticut St, Hollywood, FL, 33019	80.0%		11.4%	20.0%	68.8%	3.37	1	3.37	0.6	2.02	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening		<b>Flood</b> - Location assessment including actual building penetration and asset elevations. <b>Flood</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets (panels), enclosing multiple asset area/building).	Community Center mitigation may prevent damage. Cost Benefit analysis recommended	Long Term	Medium	
62	PRCA	Hollywood Beach Golf Course	1650 Johnson St	51.1%		32.1%	24.1%	40.2%	2.52	2	5.04	0.4	2.02	Coastal	SLR, SS	Hardening Mitigation Water-tightening	Hardening		<b>Flood</b> - Location assessment including actual building penetration and asset elevations. <b>Flood</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets (panels), enclosing multiple asset area/building).	Golf Course design features can be implemented to limit impacts of both SS and SLR	Long Term	Medium	
63	Education	Hollywood Academy of Arts & Science	1720 Harrison St, Hollywood, FL 33020			92.8%	7.2%		1.07	3	3.22	0.6	1.93	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Confirm AC and Generator Backup	School Board Facility	Long Term	Medium	
64	Wastewater	N-16	4978 SW 35 Ter, Hollywood			44.2%			0.44	4	1.77	1.0	1.77	Inland Canal	SS				<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered critical before during and after an event . Not an occupied bldg.	Long Term	Low	
65	Wastewater	W-28	1400 N 31st Avenue (Rotary Park), Hollywood	53.8%					0.54	3	1.62	1.0	1.62	Inland Canal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Long Term	Low	
66	Public Works	Lifeguard Tower 24	Hollywood Beach				100.0%		2.00	1	2.00	0.8	1.60	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
67	PRCA	Conservation Site 433.2 (Dania Beach)	Area North of the Dania Beach Pier	32.3%		38.2%	47.6%	11.4%	2.00	2	4.00	0.4	1.60	Coastal	SLR, SS				<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a Beach conservation site. SS and SLR mitigation for this area should be considered as part of the overall management of the beach as an asset	Long Term	Low	
68	Public Works	Lifeguard Tower 14	Hollywood Beach				100.0%		2.00	1	2.00	0.8	1.60	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
69	Public Works	Hollywood Beach Bandshell/Theater	200 Johnson St, Hollywood				100.0%		1.00	2	2.00	0.8	1.60	Coastal	SS		Hardening		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This bandshell facility is located on the beach. The stage is elevated. It is not intended for use for during or after a storm event.	Long Term	Low	
70	Wastewater	N-15	4950 SW 38th Avenue, Hollywood			38.5%			0.38	4	1.54	1.0	1.54	Inland Canal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	This is a wastewater pump station and is considered critical before during and after an event . Not an occupied bldg.	Long Term	Low	
71	PRCA	Jefferson Park	Jefferson St			14.0%	85.9%		1.86	2	3.72	0.4	1.49	Coastal	SS				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
72	Public Works	Lifeguard Tower 01	Hollywood Beach			30.8%	69.2%		1.69	1	1.69	0.8	1.35	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
73	Public Works	Lifeguard Tower 22	Hollywood Beach			46.2%	53.8%		1.54	1	1.54	0.8	1.23	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
74	PRCA	Sailor's Point	921 N. Lake Dr.	86.4%			87.2%	12.8%	2.99	1	2.99	0.4	1.20	Coastal	SLR, SS, Heat				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	NA	NA	
75	Public Works	Lifeguard Tower 11	Hollywood Beach			53.8%	46.2%		1.46	1	1.46	0.8	1.17	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
76	PRCA	Joe DiMaggio Park	1016 Washington St	10.5%		64.3%	35.7%		1.46	2	2.92	0.4	1.17	Coastal	SS, Heat				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
77	Hospitals	Kindred Hospital - Hollywood	1859 Van Buren St, Hollywood, FL 33020			21.9%			0.22	5	1.10	1.0	1.10	Coastal	SS		Hardening		<b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	Hospital facilities are expected to be resilient. A detailed facility assessment should be performed.	NA	NA	
78	Public Works	Lifeguard Tower 15	Hollywood Beach			63.6%	36.4%		1.36	1	1.36	0.8	1.09	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	

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Rank	Department	Name	Address	% of Property Exposed to SLR		% of Property Exposed to Storm Surge <sup>2</sup>			Vulnerability Score	Criticality	Vulnerability x Criticality	Weighting Factor	Vulnerability x Criticality Adjusted	Area Flooding	Threat	Threat Mitigation Strategy			Adaptation Plan Approach		Comments	Schedule (Near term 1-3 yrs, Medium Term 3-5yrs, Long Term 5+ yrs)	Potential Cost Range (Low - \$0-100K, Med. \$100K-1M, High. Greater than \$1M)
				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution				
79	PRCA	Three Island Park	1002 Three Island Blvd			40.8%	12.1%	21.9%	1.31	2	2.61	0.4	1.05	Coastal	SS				NA	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
80	Public Works	Lifeguard Tower 10	Hollywood Beach			72.7%	27.3%		1.27	1	1.27	0.8	1.02	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
81	Wastewater	N-14	5245 SW 33rd Way, Hollywood			32.7%			0.33	3	0.98	1.0	0.98	Inland Canal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Heat exposure not a concern for this asset.	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Long Term	Low	
82	PRCA	Harry Berry Park	Azaela Ter			47.4%	35.6%		1.19	2	2.37	0.4	0.95	Coastal	SLR, SS, Heat				NA	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
83	PRCA	Oakridge Park	5200 SW 35th Ave			35.7%	30.6%	6.9%	1.18	2	2.35	0.4	0.94	Inland Canal	SS				NA	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
84	PRCA	Historical Beach Paddleball Courts	300 Connecticut St, Hollywood, FL 33019			87.7%	12.3%		1.12	2	2.25	0.4	0.90	Coastal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building).	Paddleball courts are anticipated to require mitigation.	Long Term	Low		
85	Wastewater	N-13	3851 Hollywood Oaks Drive, Hollywood			28.8%			0.29	3	0.87	1.0	0.87	Inland Canal	SS	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		SS Flooding - Location assessment including actual building penetration and asset elevations.	This is a wastewater pump station and is considered medium critical before during and after an event . Not an occupied bldg.	Long Term	Low		
86	Public Works	Lifeguard Tower 08	Hollywood Beach			92.3%	7.7%		1.08	1	1.08	0.8	0.86	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
87	Education	Hollywood Central Elementary School	1700 Monroe St, Hollywood, FL 33020			46.7%			0.47	3	1.40	0.6	0.84	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	SLR Flooding - Location assessment including actual building penetration and asset elevations to be protected. SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Confirm central air conditioning and generator backup.	School Board Facility	NA	NA	
88	Public Works	Lifeguard Tower 12	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
89	Public Works	Lifeguard Tower 21	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
90	Public Works	Lifeguard Tower 05	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
91	Public Works	Lifeguard Tower 23	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
92	Public Works	Lifeguard Tower 02	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
93	Public Works	Lifeguard Tower 16	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
94	Public Works	Lifeguard Tower 18	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
95	Public Works	Lifeguard Tower 06	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
96	Public Works	Lifeguard Tower 04	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
97	Public Works	Lifeguard Tower 13	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
98	Public Works	Lifeguard Tower 07	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		
99	Public Works	Lifeguard Tower 03	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS	Assess asset location mitigation (e.g., relocate)		SS Flooding - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA		

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Rank	Department	Name	Address	% of Property Exposed to SLR		% of Property Exposed to Storm Surge <sup>2</sup>			Vulnerability Score	Criticality	Vulnerability x Criticality	Weighting Factor	Vulnerability x Criticality Adjusted	Area Flooding	Threat	Threat Mitigation Strategy			Adaptation Plan Approach		Comments	Schedule (Near term 1-3 yrs, Medium Term 3-5yrs, Long Term 5+ yrs)	Potential Cost Range (Low - \$0-100K, Med. \$100K-1M, High. Greater than \$1M)
				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution				
100	Public Works	Lifeguard Tower 20	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
101	Public Works	Lifeguard Tower 19	Hollywood Beach			100.0%			1.00	1	1.00	0.8	0.80	Coastal	SS		Assess asset location mitigation (e.g., relocate)		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
102	Stormwater	PS Building 07					7.7%		0.15	5	0.77	1.0	0.77	Inland Canal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	This is a stormwater pump station and is considered highly critical before during and after an event . Not an occupied bldg.	Medium Term	Low	
103	PRCA	Hollywood Central Performing Arts Center	1770 Monroe St			63.8%			0.64	3	1.91	0.4	0.77	Coastal	SS		Hardening Mitigation - Water-tightening - Elevate Electrical Comp.		<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	This Building may be expensive to repair. Mitigation may be more appropriate from a cost benefit perspective.	Near Term	Medium	
104	PRCA	Arts Park at Young Circle	1 N Young Cir			58.2%	2.5%		0.63	3	1.89	0.4	0.76	Coastal	SLR, SS, Heat	Hardening Mitigation Water-tightening	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	<b>SLR Flooding</b> - Location assessment including actual building penetration and asset elevations to be protected. <b>SS Flooding</b> - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). <b>Heat</b> - Confirm central air conditioning and generator backup.	Park Buildings should be assessed. Ground elevation of Park appears resilient	Long Term	Low	
105	PRCA	Conservation Site 353.1	Area between Balboa St and Walnut St			68.9%			0.69	2	1.38	0.4	0.55	Coastal	SS				<b>NA</b>	This is a Beach conservation site. SS and SLR mitigation for this area should be considered as part of the overall management of the beach as an asset.	Long Term	Medium	
106	Public Works	Lifeguard Tower 17	Hollywood Beach			61.5%			0.62	1	0.62	0.8	0.49	Coastal	SS				<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	Lifeguard Towers are movable and can be relocated to prior to event.	NA	NA	
107	PRCA	Stan Goldman Memorial Park	800 Knights Rd	58.2%					0.58	2	1.16	0.4	0.47	Inland Canal	SLR, SS, Heat				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
108	PRCA	Rotary Park	End of Oak St & the Ocean.	55.3%					0.55	2	1.11	0.4	0.44	Inland Canal	SS				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
109	Education	Little Flower Catholic School	1843 Pierce St, Hollywood, FL 33020			20.5%			0.20	3	0.61	0.6	0.37	Coastal	SS		Hardening	Design Mitigation Water-tightening	<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations.	School Board Facility	NA	NA	
110	PRCA	Chamow Park	300 Connecticut St, Hollywood, FL 33019			90.4%			0.90	1	0.90	0.4	0.36	Coastal	SS				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
111	PRCA	Conservation Site 353.2	Area between Desoto St and Walnut St			41.4%			0.41	2	0.83	0.4	0.33	Coastal	SS				<b>NA</b>	This is a Beach conservation site. SS and SLR mitigation for this area should be considered as part of the overall management of the beach as an asset	Long Term	Medium	
112	ALF	Merriment Manor Retirement Home	1835 Wilson St, Hollywood, FL			6.3%			0.06	5	0.32	1.0	0.32	Inland Canal	SS			Install/confirm resilient generator for power backup	<b>SS Flooding</b> - Location assessment including actual building penetration and asset elevations. <b>ALF General</b> - Confirm central air conditioning and generator backup. <b>ALF General</b> - Code modification and/or building dept. review may be implemented	This is a private assisted living facility and is considered vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
113	PRCA	Keating Park	301 Magnolia Ter			18.8%	4.2%		0.27	2	0.54	0.4	0.22	Coastal	SS				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
114	PRCA	Lions Park	3003 Hollywood Blvd	21.5%					0.22	2	0.43	0.4	0.17	Inland Canal	SS, Heat				<b>NA</b>	Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	

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				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution				
115	PRCA	Oak Street Park	End of Oak St & the Ocean.			20.8%			0.21	2	0.42	0.4	0.17	Coastal	SS				NA		Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low
116	PRCA	Oakwood Hills Park	2701 N 26th Ave	10.6%					0.11	2	0.21	0.4	0.09	Inland Canal	SS				NA		Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low
117	Education	Bethune Elementary School of the Arts	2400 Meade St. Hollywood, FL 33020	3.4%					0.03	3	0.10	0.6	0.06	Inland Canal	SS, Heat	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Install/confirm resilient generator for power backup	SS Flooding - Determination of mitigation approach to maximize threat reduction avoidance (e.g., raising assets, enclosing multiple asset area/building). Heat - Confirm central air conditioning and generator backup.		This is a private school. Asset included as community entity.	NA	NA	
118	Community Centers	Dr. Martin Luther King Jr. Community Center	2400 Charleston St, Hollywood, FL, 33020	2.3%					0.02	4	0.09	0.6	0.05	Inland	Heat		Install/confirm resilient generator for power backup	Heat - Confirm central air conditioning and generator backup.		This is a Community Services building that is not anticipated to be needed before, during or after a storm, however may be called to service.	Medium Term	Medium	
119	PRCA	Waterview Park	2660 Coolidge St	3.7%					0.04	2	0.07	0.4	0.03	Inland Canal	SS, Heat	Hardening Mitigation - Water-tightening - Elevate Electrical Comp.	Limited Canopy may be mitigated by tree planting	NA		Park facilities (i.e., benches, swing sets, etc.) are considered resilient for the purposes of this assessment. Consideration of climate change threats should be included in upgrades/improvements.	Long Term	Low	
120	ALF	Abbey Manor Retirement Res	1930 Lincoln St, Hollywood, FL						0.00	5	0.00	1.0	0.00	Inland	Heat		Review Code Requirements for AC/Generator/Elevator	Heat - Confirm central air conditioning and generator backup.		This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
121	Education - Shelter	Beachside Montessori Village	2230 Lincoln St, Hollywood, FL 33020						0.00	5	0.00	1.0	0.00	Inland	Heat		Install/confirm resilient generator for power backup	Heat - Confirm central air conditioning and generator backup.		School Board Facility. This is a shelter.	Near Term	Low	
122	ALF	Buckingham Place	1845 Garfield St, Hollywood, FL						0.00	5	0.00	1.0	0.00	Inland	Heat		Review Code Requirements for AC/Generator/Elevator	Heat - Confirm central air conditioning and generator backup.		This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
123	ALF	Camelot Court	2233 McKinley St, Hollywood, FL						0.00	5	0.00	1.0	0.00	Inland	Heat		Review Code Requirements for AC/Generator/Elevator	Heat - Confirm central air conditioning and generator backup.		This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
124	ALF	Five Star Premier Residences Of Hollywood	2480 N Park Rd, Hollywood, FL						0.00	5	0.00	1.0	0.00	Inland	Heat		Review Code Requirements for AC/Generator/Elevator	Heat - Confirm central air conditioning and generator backup.		This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
125	ALF	Hammond House Hollywood	5301 McKinley St, Hollywood, FL						0.00	5	0.00	1.0	0.00	Inland	Heat		Review Code Requirements for AC/Generator/Elevator	Heat - Confirm central air conditioning and generator backup.		This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	
126	ALF	Heart To Heart Assisted Living	2201 N 55th Ave, Hollywood, FL						0.00	5	0.00	1.0	0.00	Inland	Heat		Review Code Requirements for AC/Generator/Elevator	Heat - Confirm central air conditioning and generator backup.		This is a private assisted living facility and is considered highly vulnerable to an event. May also be used to shelter residents throughout. AC and backup power are critical during extended power outages. Cost would be incurred by owner.	Near Term	Low Medium	

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				% Exposed between 0.01 ft and 2 ft	% Exposed >= 2 ft	% Exposed between 0.01 ft and 2 ft	% Exposed between 2 ft and 5 ft	% Exposed >= 5 ft								SLR Option	SS Option	Extreme Heat	Description of Plan Execution			
127	Education	Sheridan Hills Elementary School	5001 Thomas St, Hollywood, FL 33021						0.00	3	0.00	0.6	0.00	Inland Canal	Heat			Review Code Requirements for AC/Generator/Generator	Heat - Confirm central air conditioning and generator backup.	This is a school. Asset included as community entity.	Near Term	Low Medium
128	Education	Sheridan Technical Center	5400 Sheridan St, Hollywood, FL 33021						0.00	3	0.00	0.6	0.00	Inland Canal	Heat			Review Code Requirements for AC/Generator/Generator	Heat - Confirm central air conditioning and generator backup.	This is a school. Asset included as community entity.	Near Term	Low Medium

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 22PLN44**

**ATTACHMENT 3**

**PROJECT TITLE:** Citywide Vulnerability Assessment Update

**PROJECT LOCATION:** The Project is located in City of Hollywood within Broward County, Florida.

**PROJECT DESCRIPTION:**

The City of Hollywood (Grantee) completed a vulnerability assessment for tidal flooding, storm surge, and extreme precipitation previously. It does not fully comply with F.S. 380.093 requirements. The City will update the Citywide Vulnerability Assessment (Project), incorporate a new Stormwater Master Plan, and conduct analyses to comply with the Peril of Flood statute and draft corresponding comprehensive plan language. The City will then prioritize vulnerabilities, develop adaptation strategies, create a detailed adaptation plan for the top 50 assets and a preliminary adaptation plan for the remaining assets, and inform the public about risks and adaptation opportunities.

**TASKS AND DELIVERABLES:**

**Task 1: Public Outreach Meetings (2)**

**Description:** The Grantee will conduct two public outreach meetings at the beginning of the project. The purpose of these meetings is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

**Task 2: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in [Section 380.093, Florida Statute \(F.S.\)](#). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in [s. 380.093\(2\) 1-4, F.S.](#) GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the National Oceanic and

Atmospheric Administration (NOAA) most recent intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in [s. 380.093\(2\) 1-4, F.S.](#)

### **Task 3: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to [s. 380.093, F.S.](#) GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

### **Task 4: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

### **Task 5: Public Outreach Meetings**

**Description:** The Grantee will conduct two additional public meetings to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of these meetings is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during these meetings, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

### **Task 6: Peril of Flood Compliance**

**Description:** The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in Section 163.3178(2)(f), *Florida Statutes*.

**Deliverables:** Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in Section 163.3178(2)(f), *Florida Statutes*. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, *Florida Statutes*, be consistent with Chapter 161, *Florida Statutes*; and
6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

**Performance Measures:** The Department's Grant Manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with Section 163.3178(2)(f), *Florida Statutes*. DEO will have ten (10) working days to review and provide its comment(s) to the

Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, *Florida Statutes*.

**Technical Guidance:** Based on the analysis performed, draft comprehensive plan amendments must address the requirements of [s. 163.3178\(2\)\(f\), F.S.](#), Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in [s. 163.3178\(2\)\(f\), F.S.](#) The Department's grant manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with [s. 163.3178\(2\)\(f\), F.S.](#) DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under [s. 163.3178\(2\)\(f\), F.S.](#)

### **Task 7: Critical Asset Detailed Vulnerability Analysis**

**Description:** The Grantee will perform a detailed vulnerability analysis on the top 50 most critical assets and identify which specific parts or portions of the critical assets are most vulnerable. The analysis will detail how best to reduce or eliminate the vulnerability to flooding for each asset. Strategies include but are not limited to raising, hardening and modifying structures, as well as changing the City code and policies as deemed appropriate. The City will explore natural solutions alongside more traditional adaptation and hardening methods. Additional considerations will include cost, ease of implementation, and overall social, environmental, and economic resilience benefits.

**Deliverables:** The Grantee will provide the following: 1) a technical report summarizing the findings of the detailed analysis; and 2) conceptual adaptation drawings for assets where physical adaptations are possible and recommended, to be designed by a Florida-registered Professional Engineer; and 3) a list of regulatory needs for each of the assets examined.

### **Task 8: Adaptation Plan**

**Description:** The Grantee will develop a detailed adaptation plan based on the exposure and sensitivity analyses, providing a clear prioritized list of all critical assets that require adaptation as well as broader adaptation strategies that can be used to reduce the vulnerabilities and risks associated with flooding. The plan will include funding analysis and strategy, and policy recommendations for implementation. Assets that can be hardened, elevated, or otherwise physically adapted to reduce or eliminate flood risk will have sufficiently detailed plans to be ready for subsequent design, permitting and construction. The lower ranked assets will have preliminary adaptation recommendations that the City can use to prioritize projects for future detailed analysis and, where relevant, preparation for the design, permitting and construction phases to adapt them to future conditions.

**Deliverables:** The Grantee will provide 1) an adaptation plan based on the results of the exposure and sensitivity analyses, including funding analysis and strategies, potential legal challenges, and policy recommendations; 2) a list of the critical or regionally-significant assets with adaptation recommendations and cost estimates for each asset; and 3) a memorandum detailing next steps for implementation of the most critical adaptation projects.

### **Task 9: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in [s. 380.093, F.S.](#) and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It will contain a list of critical and regionally significant assets that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following: 1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in [s. 380.093, F.S.](#); 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

### **Task 10: Public Presentation**

**Description:** The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

### **Task 11: Local Mitigation Strategy**

**Description:** The results of the Vulnerability Assessment (VA) can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.



**Deliverables:** Submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: 1) Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; 2) Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and 3) the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

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**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

**CONSEQUENCES FOR NON-PERFORMANCE:**

For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly OR monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Public Outreach Meetings (2)	Contractual Services	7-1-2021	3-31-2024
2	Acquire Background Data	Contractual Services	7-1-2021	3-31-2024
3	Exposure Analysis	Contractual Services	7-1-2021	3-31-2024
4	Sensitivity Analysis	Contractual Services	7-1-2021	3-31-2024
5	Public Outreach Meetings (2)	Contractual Services	7-1-2021	3-31-2024
6	Peril of Flood Compliance	Contractual Services	7-1-2021	3-31-2024
7	Critical Asset Detailed Vulnerability Analysis	Contractual Services	7-1-2021	3-31-2024
8	Adaptation Plan	Salary	7-1-2021	3-31-2024
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	7-1-2021	3-31-2024
10	Public Presentation	Contractual Services	7-1-2021	3-31-2024
11	Local Mitigation Strategy	No-Cost Deliverable	7-1-2021	3-31-2024

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**Attachment 1**

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#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

### **Attachment 1**

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- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

### Attachment 1

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acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### 12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### 13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

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**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

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otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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, the Grantee certifies that it is 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, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on 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.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

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- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Select Year: 2022 

## The 2022 Florida Statutes

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Title XXVIII  
NATURAL RESOURCES; CONSERVATION,  
RECLAMATION, AND USE

Chapter 380  
LAND AND WATER  
MANAGEMENT

[View Entire Chapter](#)

### **380.093 Resilient Florida Grant Program; comprehensive statewide flood vulnerability and sea level rise data set and assessment; Statewide Flooding and Sea Level Rise Resilience Plan; regional resilience entities.—**

(1) LEGISLATIVE INTENT.—

(a) The Legislature recognizes that the state is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such adverse impacts pose economic, social, environmental, and public health and safety challenges to the state. To most effectively address these challenges, funding should be allocated in a manner that prioritizes addressing the most significant risks.

(b) The Legislature further recognizes that the adverse impacts of flooding and sea level rise affect coastal and inland communities all across the state. Consequently, a coordinated approach is necessary to maximize the benefit of efforts to address such impacts and to improve the state's resilience to flooding and sea level rise.

(c) The Legislature further recognizes that to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise in the state, it is necessary to conduct a comprehensive statewide assessment of the specific risks posed to the state by flooding and sea level rise and develop a statewide coordinated approach to addressing such risks.

(2) DEFINITIONS.—As used in this section, the term:

(a) "Critical asset" includes:

1. Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
2. Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
3. Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
4. Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

(b) "Department" means the Department of Environmental Protection.

(c) "Preconstruction activities" means activities associated with a project that occur before construction begins, including, but not limited to, design of the project, permitting for the project, surveys and data collection, site development, solicitation, public hearings, local code or comprehensive plan amendments, establishing local funding sources, and easement acquisition.

(d) "Regionally significant assets" means critical assets that support the needs of communities spanning multiple geopolitical jurisdictions, including, but not limited to, water resource facilities, regional medical

centers, emergency operations centers, regional utilities, major transportation hubs and corridors, airports, and seaports.

(3) RESILIENT FLORIDA GRANT PROGRAM.—

(a) The Resilient Florida Grant Program is established within the department.

(b) Subject to appropriation, the department may provide grants to a county or municipality to fund:

1. The costs of community resilience planning and necessary data collection for such planning, including comprehensive plan amendments and necessary corresponding analyses that address the requirements of s. 163.3178(2)(f).

2. Vulnerability assessments that identify or address risks of inland or coastal flooding and sea level rise.

3. The development of projects, plans, and policies that allow communities to prepare for threats from flooding and sea level rise.

4. Preconstruction activities for projects to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan that are located in a municipality that has a population of 10,000 or fewer or a county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research's website.

(c) A vulnerability assessment conducted pursuant to paragraph (b) must encompass the entire county or municipality; include all critical assets owned or maintained by the grant applicant; and use the most recent publicly available Digital Elevation Model and generally accepted analysis and modeling techniques. An assessment may encompass a smaller geographic area or include only a portion of the critical assets owned or maintained by the grant applicant with appropriate rationale and upon approval by the department. Locally collected elevation data may also be included as part of the assessment as long as it is submitted to the department pursuant to this paragraph.

1. The assessment must include an analysis of the vulnerability of and risks to critical assets, including regionally significant assets, owned or managed by the county or municipality.

2. Upon completion of a vulnerability assessment, the county or municipality shall submit to the department the following:

a. A report detailing the findings of the assessment.

b. All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment. When submitting such data, the county or municipality shall include:

(I) Geospatial data in an electronic file format suitable for input to the department's mapping tool.

(II) Geographic information system data that has been projected into the appropriate Florida State Plane Coordinate System and that is suitable for the department's mapping tool. The county or municipality must also submit metadata using standards prescribed by the department.

c. A list of critical assets, including regionally significant assets, that are impacted by flooding and sea level rise.

(d) A vulnerability assessment conducted pursuant to paragraph (b) must include all of the following:

1. Peril of flood comprehensive plan amendments that address the requirements of s. 163.3178(2)(f), if the county or municipality is subject to such requirements and has not complied with such requirements as determined by the Department of Economic Opportunity.

2. If applicable, the depth of:

a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.

b. Current and future storm surge flooding using publicly available National Oceanic and Atmospheric Administration or Federal Emergency Management Agency storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.

c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide



conditions. Vulnerability assessments for rainfall-induced flooding must include the depth of rainfall-induced flooding for a 100-year storm and a 500-year storm, as defined by the applicable water management district or, if necessary, the appropriate federal agency. Future rainfall conditions should be used, if available. Noncoastal communities must perform a rainfall-induced flooding assessment.

d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

3. The following scenarios and standards:

a. All analyses in the North American Vertical Datum of 1988.

b. At least two local sea level rise scenarios, which must include the 2017 National Oceanic and Atmospheric Administration intermediate-low and intermediate-high sea level rise projections.

c. At least two planning horizons that include planning horizons for the years 2040 and 2070.

d. Local sea level data that has been interpolated between the two closest National Oceanic and Atmospheric Administration tide gauges. Local sea level data may be taken from one such gauge if the gauge has a higher mean sea level. Data taken from an alternate tide gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department pursuant to paragraph (b).

(4) COMPREHENSIVE STATEWIDE FLOOD VULNERABILITY AND SEA LEVEL RISE DATA SET AND ASSESSMENT.—

(a) By July 1, 2023, the department shall complete the development of a comprehensive statewide flood vulnerability and sea level rise data set sufficient to conduct a comprehensive statewide flood vulnerability and sea level rise assessment. In developing the data set, the department shall, in coordination with the Florida Flood Hub for Applied Research and Innovation, compile, analyze, and incorporate, as appropriate, information related to vulnerability assessments submitted to the department pursuant to subsection (3) or any previously completed assessments that meet the requirements of subsection (3).

1. The Chief Science Officer shall, in coordination with necessary experts and resources, develop statewide sea level rise projections that incorporate temporal and spatial variability, to the extent practicable, for inclusion in the data set. This subparagraph does not supersede regionally adopted projections.

2. The data set must include information necessary to determine the risks to inland and coastal communities, including, but not limited to, elevation, tidal levels, and precipitation.

(b) By July 1, 2024, the department shall complete a comprehensive statewide flood vulnerability and sea level rise assessment that identifies inland and coastal infrastructure, geographic areas, and communities in the state that are vulnerable to flooding and sea level rise and the associated risks.

1. The department shall use the comprehensive statewide flood vulnerability and sea level rise data set to conduct the assessment.

2. The assessment must incorporate local and regional analyses of vulnerabilities and risks, including, as appropriate, local mitigation strategies and postdisaster redevelopment plans.

3. The assessment must include an inventory of critical assets, including regionally significant assets, that are essential for critical government and business functions, national security, public health and safety, the economy, flood and storm protection, water quality management, and wildlife habitat management, and must identify and analyze the vulnerability of and risks to such critical assets. When identifying critical assets for inclusion in the assessment, the department shall also take into consideration the critical assets identified by local governments and submitted to the department pursuant to subsection (3).

(c) The department shall update the comprehensive statewide flood vulnerability and sea level rise data set and assessment every 5 years. The department may update the data set and assessment more frequently if it determines that updates are necessary to maintain the validity of the data set and assessment.

(5) STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN.—

(a) By December 1, 2021, and each December 1 thereafter, the department shall develop a Statewide Flooding and Sea Level Rise Resilience Plan on a 3-year planning horizon and submit it to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The plan must consist of ranked projects that address risks of flooding and sea level rise to coastal and inland communities in the state. All eligible projects submitted to the department pursuant to this section must be ranked and included in the plan. Each plan must include a

detailed narrative overview describing how the plan was developed, including a description of the methodology used by the department to determine project eligibility, a description of the methodology used to rank projects, the specific scoring system used, the project proposal application form, a copy of each submitted project proposal application form separated by eligible projects and ineligible projects, the total number of project proposals received and deemed eligible, the total funding requested, and the total funding requested for eligible projects.

(b) The plan submitted by December 1, 2021, before the comprehensive statewide flood vulnerability and sea level rise assessment is completed, will be a preliminary plan that includes projects that address risks of flooding and sea level rise identified in available local government vulnerability assessments and projects submitted by water management districts that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state. The plan submitted by December 1, 2022, and the plan submitted by December 1, 2023, will be updates to the preliminary plan. The plan submitted by December 1, 2024, and each plan submitted by December 1 thereafter, shall address risks of flooding and sea level rise identified in the comprehensive statewide flood vulnerability and sea level rise assessment.

(c) Each plan submitted by the department pursuant to this subsection must include the following information for each recommended project:

1. A description of the project.
2. The location of the project.
3. An estimate of how long the project will take to complete.
4. An estimate of the cost of the project.
5. The cost-share percentage available for the project.
6. A summary of the priority score assigned to the project.
7. The project sponsor.

(d)1. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of proposed projects that address risks of flooding or sea level rise identified in vulnerability assessments that meet the requirements of subsection (3):

- a. Counties.
- b. Municipalities.
- c. Special districts as defined in s. 189.012 that are responsible for the management and maintenance of inlets and intracoastal waterways or for the operation and maintenance of a potable water facility, a wastewater facility, an airport, or a seaport facility.

For the plans submitted by December 1, 2021; December 1, 2022; and December 1, 2023, such entities may submit projects identified in existing vulnerability assessments that do not comply with subsection (3). A regional resilience entity may also submit proposed projects to the department pursuant to this subparagraph on behalf of one or more member counties or municipalities.

2. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of any proposed projects that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state and a corresponding evaluation of each project:

- a. Water management districts.
  - b. Drainage districts.
  - c. Erosion control districts.
  - d. Flood control districts.
  - e. Regional water supply authorities.
3. Each project submitted to the department pursuant to this paragraph for consideration by the department for inclusion in the plan must include:
- a. A description of the project.
  - b. The location of the project.
  - c. An estimate of how long the project will take to complete.
  - d. An estimate of the cost of the project.

- e. The cost-share percentage available for the project.
  - f. The project sponsor.
- (e) Each project included in the plan must have a minimum 50 percent cost share unless the project assists or is within a financially disadvantaged small community. For purposes of this section, the term “financially disadvantaged small community” means:
- 1. A municipality that has a population of 10,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website, and a per capita annual income that is less than the state’s per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements; or
  - 2. A county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website, and a per capita annual income that is less than the state’s per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements.
- (f) To be eligible for inclusion in the plan, a project must have been submitted pursuant to paragraph (d) or must have been identified in the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.
- (g) Expenses ineligible for inclusion in the plan include, but are not limited to, expenses associated with:
- 1. Aesthetic vegetation.
  - 2. Recreational structures such as piers, docks, and boardwalks.
  - 3. Water quality components of stormwater and wastewater management systems, except for expenses to mitigate water quality impacts caused by the project or expenses related to water quality which are necessary to obtain a permit for the project.
  - 4. Maintenance and repair of over-walks.
  - 5. Park activities and facilities, except expenses to control flooding or erosion.
  - 6. Navigation construction, operation, and maintenance activities.
  - 7. Projects that provide only recreational benefits.
- (h) The department shall implement a scoring system for assessing each project eligible for inclusion in the plan pursuant to this subsection. The scoring system must include the following tiers and associated criteria:
- 1. Tier 1 must account for 40 percent of the total score and consist of all of the following criteria:
    - a. The degree to which the project addresses the risks posed by flooding and sea level rise identified in the local government vulnerability assessments or the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.
    - b. The degree to which the project addresses risks to regionally significant assets.
    - c. The degree to which the project reduces risks to areas with an overall higher percentage of vulnerable critical assets.
    - d. The degree to which the project contributes to existing flooding mitigation projects that reduce upland damage costs by incorporating new or enhanced structures or restoration and revegetation projects.
  - 2. Tier 2 must account for 30 percent of the total score and consist of all of the following criteria:
    - a. The degree to which flooding and erosion currently affect the condition of the project area.
    - b. The overall readiness of the project to proceed in a timely manner, considering the project’s readiness for the construction phase of development, the status of required permits, the status of any needed easement acquisition, and the availability of local funding sources.
    - c. The environmental habitat enhancement or inclusion of nature-based options for resilience, with priority given to state or federal critical habitat areas for threatened or endangered species.
    - d. The cost-effectiveness of the project.
  - 3. Tier 3 must account for 20 percent of the total score and consist of all of the following criteria:
    - a. The availability of local, state, and federal matching funds, considering the status of the funding award, and federal authorization, if applicable.

- b. Previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project.
- c. The exceedance of the flood-resistant construction requirements of the Florida Building Code and applicable flood plain management regulations.
- 4. Tier 4 must account for 10 percent of the total score and consist of all of the following criteria:
  - a. The proposed innovative technologies designed to reduce project costs and provide regional collaboration.
  - b. The extent to which the project assists financially disadvantaged communities.
    - (i) The total amount of funding proposed for each year of the plan may not be less than \$100 million. Upon review and subject to appropriation, the Legislature shall approve funding for the projects as specified in the plan. Multiyear projects that receive funding for the first year of the project must be included in subsequent plans and funded until the project is complete, provided that the project sponsor has complied with all contractual obligations and funds are available.
    - (j) The department shall initiate rulemaking by August 1, 2021, to implement this section.
- (6) REGIONAL RESILIENCE ENTITIES.—Subject to specific legislative appropriation, the department may provide funding for the following purposes to regional entities that are established by general purpose local governments and whose responsibilities include planning for the resilience needs of communities and coordinating intergovernmental solutions to mitigate adverse impacts of flooding and sea level rise:
  - (a) Providing technical assistance to counties and municipalities.
  - (b) Coordinating multijurisdictional vulnerability assessments.
  - (c) Developing project proposals to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan.

**History.**—s. 1, ch. 2021-28; s. 4, ch. 2022-89.

## Question and Answers for Bid #RFQ-4754-22-WV - Citywide Vulnerability Assessment Update

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Sep 20, 2022 5:00:00 PM EDT