

**REQUEST FOR QUALIFICATIONS**  
**KEY WEST COMPREHENSIVE**  
**ADAPTATION AND RESILIENCE IMPLEMENTATION PLAN**

**City of Key West RFQ # 22-001**



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**SUBJECT:** CITY OF KEY WEST  
REQUEST FOR QUALIFICATIONS # **22-001**  
  
KEY WEST COMPREHENSIVE  
ADAPTATION AND RESILIENCE  
IMPLEMENTATION PLAN

**ISSUE DATE:** November 11, 2022

**MAIL OR DELIVER RESPONSES TO:**  
  
City Clerk  
City of Key West  
1300 White Street  
Key West, Florida 33040

**PRE-SUBMITTAL MEETING:** December 1, 2022, 3:00 PM

**CLARIFICATION SUBMITTAL  
DEADLINE:** December 15, 2022, Noon

**CLARIFICATION RESPONSES DUE:** December 23, 2022, 3:00 PM

**RFQ RESPONSES DEADLINE DATE:** January 11, 2023, 3:00 PM

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**CITY OF KEY WEST RFQ # 22-001**

**KEY WEST COMPREHENSIVE ADAPTATION  
AND RESILIENCE IMPLEMENTATION PLAN**

**A. GENERAL**

**A.1 Purpose**

This Request for Qualifications (RFQ) is designed to provide prospective consultants with the information necessary for the preparation of competitive responses. The RFQ process is for the benefit of the City of Key West (City) and is intended to provide the City with comparative information to assist in the selection process. This RFQ is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each firm is responsible for determining all factors necessary for submission of a comprehensive response.

The selected firm or team shall provide services that require expertise in adaptation and resilience planning, prioritizing, budgeting, and financing across a broad spectrum of community assets, with an emphasis on anticipated impacts of sea level rise.

**A.2 Project Description**

The City is seeking qualified teams to provide a Comprehensive Adaptation and Resilience Implementation Plan that consists of a multi-threat Vulnerability Assessment and a series of 8 Adaptation Plan Chapters. Each, chapter will identify and prioritize a ten-year plan of adaptation projects, provide policy recommendations, and prepare implementation budgets with financing options. These services are further described in Section B, Scope of Services and Appendix B, Contract Scope of Work.

Chapter subjects include:

- 1) Infrastructure (Roads, Buildings, and Systems)
- 2) Historic and Cultural preservation
- 3) Environmental Restoration
- 4) Economic Redevelopment
- 5) Housing and Shelter
- 6) Land Use and Codes
- 7) Power and Water Systems
- 8) Health and Social Wellness

The City seeks a strategic, creative and passionate firm to help create a roadmap to adaptation and

resilience within all aspects of our community. The successful firm will have a proven track record in prioritizing, planning, and creating financial roadmaps for adaptation projects, including hardscape, nature-based solutions, historical assets and community health. The firm will have demonstrated experience in public participation efforts, creating local government policies, and working with public agencies and governmental entities.

### **A.3 Grant Requirements**

This project is funded with Federal and State dollars, specifically CDBG-MIT funding provided by The U.S. Department of Housing and Urban Development (DEO Agreement #MT010) and Florida Department of Environmental Protection Office of Resilience and Coastal Protection (FDEP Agreement #22PLN64). As a result of using these funds the following State and Federal requirements must be adhered to:

1. Conflict of Interest: All firms must disclose with their bid the name of any officer, director or agent who is also an employee of the City or any of its departments. Further, all firms must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the firm's entity or any of its branches or subsidiaries.

#### 1) Non-government Conflicts

- a) A firm shall not submit a response or enter into a contract with the City if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:
  - i. The firm's contract with another customer or entity will be averse to the interest of the City; or
  - ii. There is a significant risk that the interest of the City will be materially impacted by the firm's responsibilities to a current customer or entity, a former customer or entity or any other third party.
- b) Notwithstanding the existence of a conflict of interest under paragraph (a), a firm may submit a proposal and enter into a contract with the City if:
  - i. The firm reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
  - ii. The conflict of interest is not prohibited by law and;
  - iii. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the firm in the same project or other proceeding

In addition, each individual participating in the selection process for professional services contracts must also disclose any conflict of interest. The Prime Consultant and subconsultant firms representing the City of Key West must be free of conflicting professional or personal interests. It is

the responsibility of the consultant to recuse itself from submitting responses for a project if a conflict of interest exists. Subconsultants are responsible for disclosing potential conflicts of interest to the prime consultant firm and recusing themselves accordingly where conflict of interest exists.

2. Debarment and Suspension: The City of Key West may not make any award to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." This applies to any CDBG-assisted contract at any tier in the process. To search for entity exclusions, go to: <https://sam.gov/content/home>
3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
4. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
  - 1) The firm will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - 2) Affirmative steps shall include:
    - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
    - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
    - v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
    - vi) Requiring the prime contractor, if subcontracts are to be let to take the affirmative steps listed in items (i) through (v) of this section.

- 3) The firm will document all of its affirmative steps and provide them to the City of Key West to ensure compliance.
5. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. E-Verify (Execute Order 11-116): Consultant:
  - 1) Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and
  - 2) Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
9. Federal Excess and Surplus Property: The City encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
10. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not

relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

11. Full and Open Competition: All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of §200.319 & §200.320.
12. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the purposes of this section:
  - 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
13. Procurements of Recovered Materials: The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
14. Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
15. Termination: This agreement may be terminated at any time, with or without cause, by the City upon thirty (30) days written notice to the consultant. No further work will be performed by the consultant upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the consultant will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the City, reasonable expenses incurred during the close-out of the agreement. The City will not pay for anticipatory profits.

Violation of any local, state, or federal law in the performance of this contract shall constitute a material breach of this contract, which may result in the termination of this contract or other such remedy, as the City deems appropriate.

16. Public Records: Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011(12), Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any firm claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Contractors must provide the Sub-recipient, pass-thru entity, Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions.
17. Records Retention: Retention of all required records for six (6) years after final payments are made and all other pending matters are closed.
18. Local Preference: Local preference is not allowed.
19. Convicted Vendor List 287.133(2)(a), F.S.: check the convicted vendors list prior to making any awards to ensure that contracts greater than \$35,000 are not awarded to convicted vendors for a period of thirty-six (36) months following the date of their placement on the convicted vendors list.
20. Discriminatory Vendor List 287.134(2)(a), F.S.: check the discriminatory vendors list prior to making any awards to ensure that contracts are not awarded to vendors on the discriminatory vendors list.
21. Monthly and Quarterly Monitoring: This project will be funded in part through CDBG-MIT funds administered through the State of Florida Department of Economic Opportunity. The selected firm will provide monthly and quarterly documentation and reports regarding status, changes, engagement with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms, and other details as per stipulated grant requirements for submittal by the City to the State.
22. Shared Services 200.318(e), F.S.: encourage entering into state and local intergovernmental agreements or inter-agency agreements where appropriate for procurement or use of common or shared goods and services to foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government.

23. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **A.4 Timetable**

RFQ Advertised	November 11, 2022
Pre-Submittal Meeting	December 1, 2022, 3:00 PM EST
Deadline for written questions	December 15, 2022, Noon EST
RFQ Submittal Due Date	January 11, 2023, 3:00 PM EST
Selection Committee Ranking	January 25, 2023, 3:00 PM EST

## **B. SCOPE OF SERVICES**

### **B.1 Overall Nature of Services**

The City of Key West (City) is seeking a Master Consultant to assemble and oversee a team of specialty subconsultants or in-house professionals with appropriate expertise to develop a City of Key West Comprehensive Adaptation and Resilience Implementation Plan (Adaptation Plan). The Adaptation Plan will follow the Florida Adaptation Planning Guidebook and any other best management practices that will assist the City in securing future funding for our adaptation projects.

The initial task consists of a Climate Vulnerability Assessment (CVA) to identify potential levels of risk that could affect public infrastructure and natural resources due to the impacts of climate change. The CVA will assess Key West's exposure, sensitivity, and adaptive capacity to an array of changing climate conditions to understand how and to what degree the city is vulnerable to the impacts of climate change.

The rest of the Adaptation Plan will use the CVA to develop high priority actions and projects, while providing the budget numbers and policy language needed to achieve them. The Adaptation Plan is divided into eight areas of focus, covering Infrastructure (Roads/Buildings/Systems), Historic/Cultural, Housing and Shelter, Power and Water, Environment, Land Use & Code, Economic, and Health and Equity Chapters. Each Chapter will have its own Technical Working Group and Focus Areas which will lead to specialized Adaptation options and prioritized projects. The Master Consultant is expected to assemble key personnel or subconsultants with expertise in each of the respective focus areas, who can identify solutions to complex challenges through interdisciplinary teamwork.

The Master Consultant will provide a public engagement plan to include a project website and interactive map.

Appendix A, the provided Sample Contract and Appendix B, the associated Scope of Work, provides the expected goals and grant deliverables of the Key West Comprehensive Adaptation and Resilience Implementation Plan. The selected consultant will be familiar with this as well as all state and federal grant rules listed in Exhibits D & E within Appendix A.

The competitive selection process provided for this RFQ will focus on the qualifications and prior history of performance on similar projects of each Master Consultant and the members of the Master Consultant's proposed team, in accordance with the selection criteria set forth below (and as included in Exhibit B, Submitter Ranking Scoresheet).

## **B.2: Climate Vulnerability Assessment**

The central task of the CVA is to evaluate the vulnerability to climate threats across each asset category (e.g., people, property, critical facilities, infrastructure, economy, natural resources); and estimate the likelihood and magnitude of potential losses.

The Master Consultant and their subconsultant team will work with City staff, community representatives, regional agencies and other experts to develop a comprehensive CVA that follows the Florida Adaptation Planning Guide. The expected outcome and deliverable will be a City of Key West Climate Vulnerability Assessment, which will be used as the jumping off point for the 8 Adaptation Chapters and to align funding from State and Federal funders.

The consultant will utilize a method of their selection to estimate the likelihood and magnitude of losses resulting from each climate threat. The consultant will produce outputs of the risk scoping, as well as spatial maps of risk. Outputs shall include basic cost estimates for the projected damage or loss due to the climate threats assessed for each asset category assuming no adaptation strategies have been put into place.

Vulnerability is a measure of the degree to which an asset of a system is susceptible to and able/unable to cope with adverse effects of climate change/threats. To assess climate vulnerability, this task needs to document how the selected assets are affected by climate threats in terms of the following:

- a) Exposure: the presence of people, assets, and ecosystems in places where they could be adversely affected by hazards
- b) Sensitivity: the degree to which a system, population or resource is or might be affected by hazards/threats.
- c) Adaptive Capacity: the ability of a person, asset, or system to adjust to a hazard, and/or take advantage of new opportunities or cope with change.

The selected consultant will apply one or more supporting tools to assess the vulnerability of assets with respect to each climate threat and asset. Because of the breadth of assets impacted, approaches to assessing vulnerability may not be one size fits all. These tools may be publicly or privately sourced (e.g., EPA's Climate Resilience Evaluation and Awareness tool, U.S. Resilience Toolkit, the Social Vulnerability Index, Asset-Threat Comparison, or various GIS mapping tools). In their proposals, consultants are expected to identify and describe the tools and analysis to be used and the asset categories that will be covered in each; and to justify why the approach will be appropriate for each asset. If the consultant has a proprietary tool or model to assess a threat, the consultant must explain the tool's assessment capacity, assumptions, and sensitivity parameters, and provide examples of the tool's output analysis. Naval Air Station – Sector Key West is currently undergoing a Military Installation Resiliency Review, which includes a CVA, Risk Assessments and Decision Framework for Project Ranking. The selected consultant is expected to review their process and product in order to ensure that the City and Navy can align initiatives to collaboratively pursue funding.

The consultant will then run the assessments using the selected tools and analyses, and produce outputs (e.g., asset-threat sheets, consequence matrix) as well as spatial maps illustrating the vulnerability of each asset/attribute to each climate threat. Given the dynamic nature of the data (e.g.,

new 2020 Census, continued advancement in availability and understanding of climate data, etc.) the proposals should address how the assessments can be updated, adjusted, or reinterpreted as more recent and accurate information becomes available.

### **B.3: Adaptation Plan:**

The City of Key West has identified eight priority areas of study, which will become Chapters within the Adaptation Plan: Infrastructure (Roads/Buildings); Historic/Cultural; Housing and Shelter; Power and Water; Environment & Coastlines; Land Use & Reconstruction Standards, Economic Redevelopment; and Health and Equity.

For each Chapter, the selected consultant will develop a comprehensive list of adaptation strategies to include both structural and non-structural measures at both the regional and community scales. The following is a representative, but not exhaustive, list of the types of adaptation strategies to consider.

- Asset- or site-specific protective measures, including nature-based solutions, to reduce or at least minimize prolonged service interruptions and risk.
- Potential design guidelines for future infrastructure upgrades/designs or changes in operations that assist in mitigating risk
- Potential design guidelines for existing and future property development (buildings and landscape) that mitigate risks.
- Assets that may be considered for relocation, as well as parcels that are unsuitable for additional asset development or should remain as undeveloped open space.
- Policies that can protect property values in highly vulnerable areas (e.g., transfer of development rights)
- Community outreach methods and education efforts to improve communication of threats and adaptive measures that can be or have been taken to protect sensitive populations
- Program or communications strategies to address vulnerable communities
- Partnership or program development to address local businesses and corporate anchors
- Insurance tools or novel financial programs that address risk reduction.
- Voluntary land acquisition goals and strategies for neighborhood level adaptive techniques.

The selected consultant will prioritize all potential adaptive measures based on their potential to reduce vulnerability, the ability and feasibility of implementation, cost/benefit ratio, funding sources, and other criteria established by that Chapter's Working Group and the selected consultant.

For all prioritized adaptive measures, the selected consultant will identify available programs and strategies to fund and/or finance their implementation. These may include federal and state funding sources, best practices with respect to special taxing districts, revolving loan funds, public-private partnerships, innovative insurance tools, and other practices.

For all prioritized adaptive measures, the selected consultant will develop a planning level cost estimate for comparison with estimated costs of the impacts to the assets were no adaptation strategies implemented. This will be known as the cost/benefit ratio.

After presenting the priorities to the Working Group, the selected consultant will present the final agreed upon priorities at a Public Workshop and collect comments and questions. The Working Group

will convene one last time to consult on the outcome of the Workshop, and then set a date for the Consultant to present the draft to the City Commission.

### **B.3.1 – Infrastructure Adaptation Chapter**

The Infrastructure Chapter will examine the current and future vulnerabilities of the island’s roads and major facilities and recommend adaptation measures that would ensure building resiliency and appropriate transportation options to critical facilities, well-visited commercial areas and neighborhoods. A successful consultant will have a strong background in roads elevation, stormwater engineering, facility floodproofing, hardening and elevating.

### **B.3.2 – Environmental Adaptation Chapter**

The Environmental Adaptation Chapter will examine the current and future vulnerabilities of the island’s natural habitats, shorelines and seawalls and recommend adaptation measures that would ensure ecosystem health, reduce erosion and damage from wave action, and reduce ocean spillover. A successful consultant will have a strong background in south Florida ecology, nature-based adaptations such as living shorelines, and seawall engineering.

### **B.3.3 – Land Use & Code Adaptation Chapter**

The Land Use and Code Adaptation Chapter will examine the current and future weaknesses of the City’s future land use maps and codes and recommend adaptation measures that would ensure a more resilient built environment over time. A successful consultant will have a strong background (including some innovations) in policy writing for Adaptation Action Areas, Recovery Zones, Future Land Use Maps, Comprehensive Plans, Land Development Regulations, Voluntary Relocation and Higher Building Standards in the floodplain.

### **B.3.4 – Historic & Cultural Preservation Chapter**

The Historic & Cultural Preservation Chapter will examine the current and future vulnerabilities of the Key West’s historic buildings and cultural history and recommend adaptation measures that would ensure the preservation of our most important areas without sacrificing their most important elements. A successful consultant will have a strong background in Historic Preservation in the face of sea level rise and preservation of working waterfronts.

### **B.3.5 – Power and Water Adaptation Chapter**

The Power and Water Adaptation Chapter will examine the current and future vulnerabilities of the islands power and water resources and recommend adaptation measures that would ensure resource resiliency through conservation, local generation and redundancies. A successful consultant will have a strong background in potable water treatment, resource conservation measures, distribution protection measures and alternative resources at multiple scales.

### **B.3.6 – Economic Adaptation Chapter**

The Economic Adaptation Chapter will examine the current and future vulnerabilities of the islands economy and recommend adaptation measures that would ensure resiliency of existing businesses as well as development of sectors suitable for our size, geography, and future opportunities. A successful consultant will have a strong background in working with the private sector, economic diversification, workforce development and retention, and rebranding.

### **B.3.7 – Housing and Shelter Adaptation Chapter**

The Housing and Shelter Adaptation Chapter will examine the current and future vulnerabilities of the islands residents and recommend adaptation measures that would ensure the abundance of resilient and affordable housing and consider the possibility of shelter in place building standards. A successful consultant will have a strong background in residential resiliency renovations including floodproofing, wind hardening and elevation, higher building standards, affordable housing parameters and innovative financing.

### **B.3.8 – Health and Equity Adaptation Chapter**

The Health and Equity Adaptation Chapter will examine the current and future vulnerabilities of the islands residents and ensure that all residents are treated equitably in the whole of the Adaptation Plan. The Chapter will also recommend adaptation measures that would ensure a decrease in climate change related health issues such as heat, disease vectors, mold and stress. A successful consultant will have a strong background in individual and community health issues, as well as demonstrated success with ensuring adaptation measures are equitable.

## **B.4 Interactive Mapping:**

The future implementation of selected adaptation strategies will require ongoing analysis and occasional updates. Therefore, the selected consultant will provide an interactive mapping platform/tool which staff can access, view, and interact with perpetually. The selected consultant will develop a GIS-based interactive mapping tool that allows users to view multiple data layers and data sets, as well as aggregate and disaggregate vulnerabilities by asset type, threat type, time horizon and/or climate change model. The tool should allow the user to zoom in and out to different geographic levels to examine vulnerabilities at different scales. The tool also needs to offer the capability to assign permission levels to restrict access to sensitive data and protect the integrity of data sets. The datasets underlying the mapping tool must be provided for future update, as well as metadata describing the datasets used. The map shall host results from the CVA as well as all prioritized projects from each Chapter. The proposal must include the cost of perpetual platform access and use after the project is complete.

## **B.5 Public Engagement Plan:**

Engagement Plan: The Public Engagement Plan will also outline how the selected consultant proposes to maximize public participation and understanding of the Adaptation Plan process and projects.

Steering Committee: The entire project will have a Steering Committee that the City will identify and convene that will oversee the whole process to ensure cross-disciplinary guidance. Each Chapter will have its own working group that the City will identify and convene. The selected consultant will be expected to create a Public Engagement Plan that includes a Kick off meeting with the Project Steering Committee and a minimum of 3 meetings with each Goal Working Group (in conjunction with the Steering Committee): Kick Off with Preliminary Findings, Pre-Draft Prioritization, and Pre-Public Workshop Draft.

## B.6 Timeframe

The Selected Consultant shall work with City staff to create a timeline for the Project which gives equal diligence to all of its subject areas, as well as recognizes the capacity of the community and City Staff to participate fully in the vetting process. The City is interested in a timeline that allows for all of the Chapter prioritizations to occur within the first 18-24 months and puts the refinement of the budget and financing as a second phase.

## B.7 Selection Criteria

SELECTION CRITERIA	POINTS ALLOWED
Depth of expertise in Vulnerability Assessments	10
Depth of expertise in Adaptation Plans	20
Depth of expertise in Hardscape Engineering	10
Depth of expertise in historic preservation and resiliency	10
Depth of Expertise in Nature Based Adaptation, Green Infrastructure and other Low Impact Design	10
Depth of Expertise in community adaptation issues, especially housing, health, and wellness.	10
Depth of expertise in policy writing, especially for Comprehensive Plans, Land Development Regulations (LDR) and Adaptation Action Areas (AAA)	10
Qualifications of Public Facilitation Team; History of success with similar public participation projects	10
Quality and Quantity of past Interactive Maps	5
Inclusion of Women- and Minority-Owned Businesses	5
<b>Total Points Possible:</b>	<b>100</b>

## C. RESPONSE INFORMATION

### C.1 Response Information

The evaluation of the RFQ will be based on a respondent's aptitude, experience and approach to tasks as identified herein by the City. Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, or sent to an address other than that given above. The City reserves the right, after opening the submittal, to reject any or all responses, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for responses submitted after the specified date and time.

A **Pre-Submittal Meeting will be held at 3:00 PM EST on December 1, 2022**, both virtually (<https://cityofkeywest-fl-gov.zoom.us/j/86053119096?pwd=dTM3T0VJOWFkY0I3U2Z5S3BUVkJ2QT09> Passcode 728 436) or onsite at the Executive Conference Room, 2<sup>nd</sup> Floor, Key West City Hall 1300 White Street, Key West, Florida.

All questions from any Proposer regarding the RFQ or matters relating thereto must be submitted to Alison Higgins [ahiggins@cityofkeywest-fl.gov](mailto:ahiggins@cityofkeywest-fl.gov) via email no later than **12:00 p.m. noon on December 15, 2022**. Each question must identify the section number in this RFQ for which clarification is being requested. City will respond to all properly submitted questions by addendum at least five (5) business days prior to the date that the Proposals are due. All questions will be posted as an addendum at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov) and [www.DemandStar.com](http://www.DemandStar.com).

### C.2 Submission Details

1. **Submit to:**

City Clerk, City of Key West  
1300 White Street  
Key West, Florida 33040

2. **Due Date: Wednesday, January 11, 2023 NO LATER THAN 3 PM**

3. **Identification of Responses:**

Responses shall be submitted in a sealed envelope, clearly marked on the outside **“Qualifications for Key West Comprehensive Adaptation and Resilience Implementation Plan, RFQ # 22-001”** addressed and delivered to the City Clerk at the address and by the date and time noted above.

### **C.3 Number of Copies**

Applicants shall submit (1) one printed copies and (2) two flash drives, each with a single PDF file of the complete qualifications submittal. PDF shall be named “Firm Name RFQ # 22-001.”

### **C.4 Response Preparation Costs**

Response preparation costs are the applicant’s total responsibility.

### **C.5 Authorized Signature**

The initial response must contain the signature of a duly authorized officer or agent of the proposer’s company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

### **C.6 Property of the City**

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

### **C.7 License Requirements**

The selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

### **C.8 Post Contractual Restriction**

Paragraph Not Used

### **C.9 Insurance /Indemnification**

Per Paragraph 7 in Appendix A (Sample Contract)

### **C.10 Cone of Silence**

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a “Cone of Silence” shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit, attached hereto under Exhibit A.

### **C.11 Response Evaluation**

Responses will be ranked in accordance with the Selection Criteria as noted above and attached hereto as Exhibit B, Submitter Ranking Scoresheet.

## **C.12 Response Selection:**

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Submitter Ranking Scoresheet (Exhibit B). Each short-listed respondent may be required to make a presentation of no more than 10 minutes to the City Commission; the exact length of the presentation is up to the discretion of the Commission. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

A final contract, including a detailed scope and fee, must be negotiated by the City Manager and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses.

## **C.13 Response Content:**

The City requires the Proposer to submit a concise response clearly addressing all the requirements outlined in this RFQ. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than one page
2. *Information Page* – Include project name, name of vendor (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel.
4. *Company Information* – Background information about the vendor and each subcontractor and the services each provides.
5. *Methodology, Approach and Timeline* – Descriptions which enable the City to assess the proposer's capability to perform requested services in a structured and efficient manner.
6. *Personnel* – Resumes of the principals(s) assigned to the project and staff personnel, and/or subcontractors available to support the proposed efforts.

7. *Qualifications* – Description of relevant experience for the firm and each subcontractor connected with providing similar project work. Experience of team members working successfully together on other similar projects should be included.
8. *Representative Vulnerability Assessment and Adaptation Plan Experience and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client’s contact name and telephone number.
9. *Sworn Statements and Affidavits* – The Consultant shall have signed and returned all forms attached herein as Exhibit A (Anti-Kickback, Public Entity Crimes, Equal Benefits for Domestic Partners, Vendor Certification, Etc.).

**Total proposal length (not including required forms, Sworn Statements, or Affidavits) will not exceed 15 double (30 single) side pages.**

**Exhibit A: Affidavits**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: \_\_\_\_\_

sworn and prescribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

NOTARY PUBLIC, State of Florida

My commission expires:



**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 sworn statement is submitted for \_\_\_\_\_  
(print individual's name and title)

By \_\_\_\_\_  
(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 a "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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. 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 agent 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 of 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 a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, 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 (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, 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, 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 subsequent to July 01, 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 subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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 ONE (1) 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 THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(name of individual)

PERSONALLY APPEARED BEFORE ME, the undersigned authority who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that the firm of:

\_\_\_\_\_ )  
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires:

**CONE OF SILENCE AFFIDAVIT**

**Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)**

STATE OF \_\_\_\_\_)

: SS

COUNTY OF \_\_\_\_\_)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

\_\_\_ day of \_\_\_\_, 2022 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

**Sec. 2-773. Cone of Silence.**

(a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
- (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
- (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, City commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
  - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
  - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publicly noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) *Procedure.*

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2- 834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (Ord. No. 13-11, § 1, 6-18-2013)

## **CITY OF KEY WEST INDEMNIFICATION FORM**

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City's Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes. PROPOSER understands and agrees that any and all liabilities regarding the use of any subcontractor for services related to this agreement shall be borne solely by the PROPOSER. Ten dollars of the consideration paid by the City is acknowledged by PROPOSER as separate, good and sufficient consideration for this indemnification.

This indemnification shall be interpreted to comply with Section 725.06 and 725.08, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER. The PROPOSER'S obligation to indemnify, defend and pay for the defense of the CITY, or at the CITY's option, to participate and associate with the PROPOSER in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the PROPOSER'S receipt of the CITY'S notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the CITY sends the notice in accordance with the formal notice mailing requirements set forth in this AGREEMENT.

The PROPOSER'S evaluation of liability or its inability to evaluate liability shall not excuse the PROPOSER'S duty to defend and indemnify the CITY under the provisions of this AGREEMENT. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the CITY was solely negligent shall excuse performance of this provision by the PROPOSER.

The PROPOSER'S obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER's limit of or lack of sufficient insurance protection. This indemnification shall continue beyond the date of completion of the work

PROPOSER:

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

Print Name

Date

\_\_\_\_\_

Title

NOTARY FOR THE PROPOSER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence, or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, authorized person of \_\_\_\_\_ on behalf of the Company.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

\_\_\_\_\_  
Name of Notary

Personally Known \_\_\_\_\_  
Type of Identification \_\_\_\_\_  
Produced \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Return Completed form with supporting documents to: City of Key West Purchasing

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email: _____		

**Section 287.135(2)(a)**, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b) , Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental agency

Certified By: _____	
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature: _____	

### Exhibit B: Submitter Ranking Scoresheet

Project Name: **Key West Comprehensive Adaptation and Resilience Implementation Plan**

Project Number: RFQ # **22-001**

Total Possible Score: 100

Scoring Subject	Range of possible scores per criterion	Score assigned	Score Definitions
<b>#1: Depth of expertise in Vulnerability Assessments</b>	0-10		
Acceptable	5 or 6		Staff have some directly related experience and firm has completed at least one Vulnerability Assessment options similar in scope to RFQ section B.2.
Advantageous	7 or 8		Staff have significant experience in related work. Firm has completed multiple Vulnerability Assessments that reflect the scope of RFQ section B.2.
Highly advantageous	9 or 10		Highly experienced staff have completed extensive work on complex projects with scope similar RFQ section B.2. Firm has a significant track record of highly successful work assessing the vulnerabilities of other cities.
<b>Criterion score</b>		<b>0</b>	
<b>#2: Depth of expertise in Adaptation Plans</b>	0-20		
Acceptable	8-10		Staff have peripheral roles or limited experience with assessing, prioritizing and budgeting adaptation options similar in scope to RFQ section B.3. Response includes limited examples of successfully completed Adaptation Plans.
Advantageous	11-15		Staff have notable experience with assessing, prioritizing and budgeting adaptation options similar in scope to RFQ section B.3. Response includes multiple successfully completed Adaptation Plans with reasonable timelines.

			Staff have extensive experience related to assessing, prioritizing and budgeting adaptation options similar in scope to RFQ section B.3 and are directly involved in project oversight. Firm has demonstrated involvement in multiple large scale or complex Adaptation Plans with impressive timelines.
Highly advantageous	16-20		
<b>Criterion score</b>		<b>0</b>	
<b>#3: Depth of expertise in traditional engineering</b>			
	0-10		
Acceptable	5 or 6		Engineering staff have some directly related experience and firm has completed limited traditional hardscape adaptation engineering related to roads, buildings, and stormwater, wastewater, power & potable water systems similar in scope to RFQ section B.3.1, B.3.2 and B.3.5
Advantageous	7 or 8		Engineering staff have significant experience in related work and firm has completed multiple similar projects that reflect the scope of RFQ Sections B.3.1, B.3.2 and B.3.5
Highly advantageous	9 or 10		Highly experienced engineering staff have completed extensive work on complex projects with scope similar RFQ sections B.3.1, B.3.2 and B.3.5. Firm has a significant track record of highly successful work adapting to sea level rise.
<b>Criterion score</b>		<b>0</b>	
<b>#4: Depth of expertise in adaptation for Historic and Cultural Preservation</b>			
	0-10		
Acceptable	5 or 6		Historic/Cultural preservation staff have peripheral roles or limited experience with preservation policy as it relates to resiliency planning. Response includes limited examples of successfully completed projects similar in scope to RFQ section B.3.4
Advantageous	7 or 8		Historic/Cultural preservation staff have notable experience with either Historic or Cultural resiliency planning and are directly involved in project oversight. Firm has completed multiple projects similar in scope to RFQ section B.3.4

Highly advantageous	9 or 10		Historic/Cultural preservation staff have extensive experience in both Historical and Cultural resiliency plans and are directly involved in project oversight. Firm has demonstrated oversight of multiple large scale or complex public spaces plans in historic districts and cultural resource areas similar in scope to RFQ section B.3.4
<b>Criterion score</b>		<b>0</b>	
<b>#5: Depth of expertise in climate change based Economic Redevelopment</b>			
	0-10		
Acceptable	5 or 6		Economic Redevelopment staff have peripheral roles or limited experience with economic redevelopment as it relates to long term resiliency or post disaster planning. Response includes limited examples of successfully completed projects similar in scope to RFQ section B.3.6
Advantageous	7 or 8		Economic Redevelopment staff have notable experience with economic redevelopment as it relates to both resiliency and adaptation planning and are directly involved in project oversight. Firm has completed multiple projects similar in scope to RFQ section B.3.6
Highly advantageous	9 or 10		Economic Redevelopment staff have extensive experience in both long term resiliency and post disaster planning and are directly involved in project oversight. Firm has significant track record of highly successful climate change based economic redevelopment plans similar in scope to RFQ section B.3.6
<b>Criterion score</b>		<b>0</b>	
<b>#6: Depth of expertise in community adaptation issues, especially housing, health, and social wellness</b>			
	0-10		
Acceptable	5 or 6		Staff have some directly related experience and firm has completed limited community adaptation projects involving housing, health and social wellness similar in scope to RFQ section B.3.6, B.3.7 and B.3.8

Advantageous	7 or 8		Staff have significant experience in related work and firm has completed multiple similar projects that reflect the scope of RFQ sections B.3.6, B.3.7 and B.3.8
Highly advantageous	9 or 10		Highly experienced staff have completed extensive work on complex projects with scope similar RFQ sections B.3.6, B.3.7 and B.3.8. Firm has a significant track record of highly successful community adaptation projects involving housing, health or social wellness.

**Criterion score** **0**

<b>#7: Depth of expertise in policy writing, especially for Land Use and Reconstruction Standards.</b>	0-10		
Acceptable	5 or 6		Policy staff have some directly related experience and firm has completed limited policy writing for land use and reconstruction standards (Comprehensive Plans, Land Development Regulations, Ordinances or Adaptation Action Areas) similar in scope to RFQ section B.3.3
Advantageous	7 or 8		Policy staff have significant experience across most related policy types and firm has completed multiple similar projects that reflect the scope of RFQ section B.3.3
Highly advantageous	9 or 10		Highly experienced policy staff have completed extensive work on complex projects with scope similar RFQ section B.3.3. Firm has a significant track record of writing highly successful and innovative policies for all three policy areas (Comprehensive Plans, LDRs and AAA's).

**Criterion score** **0**

<b>#8: Qualifications of Public Facilitation Team; History of success with similar public participation projects</b>	0-10		
Acceptable	5 or 6		Public facilitation staff have some experience managing adaptation projects through steering, stakeholder and public meeting objectives. Methodology reflects clear understanding of deliverables outlined in RFQ section B.5.

Advantageous	7 or 8		Public facilitation staff have significant experience overseeing corridor plans or very similar projects. Significant demonstration of successful similar public projects similar in scope to RFQ section B.5
Highly advantageous	9 or 10		Public facilitation team surpasses aforementioned standards and provides details on multi-lingual, creative, efficient, inclusive public participation work on complex public projects similar in scope to RFQ section B.5.
<b>Criterion score</b>		<b>0</b>	

<b>#9: Quality and Quantity of past Interactive Maps</b>	0-5		
Acceptable	3		Key staff have some directly related experience and firm has completed limited integrated sea level rise and adaptation project interactive mapping projects similar in scope to RFQ section B.4.
Advantageous	4		Key staff have significant experience in related work and firm has completed multiple similar projects that reflect the scope of RFQ section B.4
Highly advantageous	5		Key staff have completed extensive work on complex projects with scope similar RFQ section B.4. Firm has a significant track record of integrated sea level rise and adaptation project interactive mapping projects.
<b>Criterion score</b>		<b>0</b>	

<b>#10) Inclusion of Women and Minority Owned Businesses (W/MBE)</b>	5		
Acceptable	0		The firm was unable to identify a W/MBE as part of their team.
Advantageous	3		The firm identified at least one W/MBE as part of their team.
Highly advantageous	5		The firm identified more than one W/MBE as part of their team.
<b>Criterion score</b>		<b>0</b>	

<b>Total firm score</b>	<b>0</b>		
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## **APPENDIX A: SAMPLE CONTRACT**

(subject to negotiation)

**THE FOLLOWING AGREEMENT IS A  
DRAFT AGREEMENT AND SHOULD  
NOT BE FILLED OUT AS PART OF THE  
SUBMISSION PACKAGE. FINAL  
AGREEMENT WILL BE IN  
SUBSTANTIAL CONFORMANCE WITH  
THE ATTACHED**

**AGREEMENT**

**between**

**CITY OF KEY WEST**

**and**

---

**for**

**PROFESSIONAL SERVICES FOR KEY WEST  
COMPREHENSIVE ADAPTATION AND RESILIENCE  
IMPLEMENTATION PLAN**

**KEY WEST, FLORIDA**

This is an Agreement between: CITY OF KEY WEST, its successors and assigns, hereinafter referred to as "CITY," and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

## **ARTICLE 1**

### **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFQ# 22-001, CONSULTANT's Response to RFQ dated \_\_\_\_\_, 2022, exhibits, Task Orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. Commissioners:** Members of the City Commission with all legislative powers of the CITY vested therein.
- 1.3. CONSULTANT:** The firm selected to perform the services pursuant to this Agreement.
- 1.4. Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
- 1.6. CITY:** City of Key West.
- 1.7. Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

## **ARTICLE 2**

### **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
- 2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications # 22-001 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from Consultant dated \_\_\_\_\_, 2022, incorporated by reference and made part of.
- 2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.
- 2.4. This project is funded with Federal and State dollars, specifically CDBG-MIT funding provided by The U.S. Department of Housing and Urban Development and Florida Department of Environmental Protection Office of Resilience and Coastal Protection. The CONSULTANT shall ensure that all of its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20CFR Part 570 subpart I, et seq., and all other applicable federal laws, regulations and policies governing the funds provided as now in effect and as may be amended from time to time.

## **ARTICLE 3**

### **SCOPE OF SERVICES AND STANDARD OF CARE**

- 3.1. CONSULTANT's services may include but are not limited to the following in regard to the Agreement:
- 3.2. CONSULTANT's services shall include comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofits, and any other lawful professional Engineering services that the CONSULTANT is qualified to provide, and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.
- 3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of Task Order is at CONSULTANT's sole risk.
- 3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
  - 3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.
  - 3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
  - 3.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for

performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

- 3.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 7.2, hereof, shall constitute the termination of any and all outstanding Task Orders.
- 3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.
- 3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions and reimburse CITY through compensation for damages.
- 3.7. CONSULTANT is required to perform the Task Orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all Task Orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any sub-consultant, CONSULTANT shall present options for their use or implementation.
- 3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.
- 3.9. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

## **ARTICLE 4**

### **TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;**

The term of this Agreement shall be for a period not to exceed four (4) years from the effective date of the Agreement with the option of yearly renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

- 4.1.** CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2.** CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent Task Order. Prior to granting approval for CONSULTANT to proceed to a subsequent Task Order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- 4.3.** In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4.** In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.
- 4.5.** In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

## **ARTICLE 5**

### **COMPENSATION AND METHOD OF PAYMENT**

#### **5.1. AMOUNT AND METHOD OF COMPENSATION**

The types of compensation methods, which shall be used to pay for the CONSULTANT's services, are limited to the following:

- 5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, general overhead costs, direct expenses, and profit.
  - 5.1.1.1 If Work timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.
  - 5.1.1.2 In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.
  - 5.1.1.3 Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month .
  - 5.1.1.4 The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.
- 5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)
  - 5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the WORK by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.
  - 5.1.2.2. Hourly rates for the contract (CONSULTANT AND Sub-consultants): See attached Exhibit C.
  - 5.1.2.3. A Not-to-Exceed budgetary amount will be established for the Work. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the Work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
  - 5.1.2.4. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

- 5.1.2.5. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

## **5.2 REIMBURSABLE EXPENSES**

- 5.2.1.1 Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Work shall be charged at actual cost, and shall be limited to the following:
- 5.2.1.2 Identifiable transportation expenses in connection with the Work, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
- 5.2.1.3 Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel- connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Hampton Inn or Best Western located within the City of Key West city limits.
- 5.2.1.4 Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.
- 5.2.1.5 Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement.
- 5.2.1.6 Identifiable testing costs approved by Contract Administrator.
- 5.2.1.7 All permit fees paid to regulatory agencies for approvals directly attributable to the Work. These permit fees do not include those permits required for the Contractor.
- 5.2.2 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraphs 5.2.1.1 through 5.2.1.7 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.
- 5.2.3 All sub-consultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. Sub- consultant Reimbursable Expenses are limited to the items in Paragraphs 5.2.1.1 through 5.2.1.7 described above when the sub-consultant's agreement provides for reimbursable expenses.

### 5.3. METHOD OF BILLING

#### 5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings identifying type of work completed on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

#### 5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

CONSULTANT shall submit billings identifying the type of work completed on a monthly basis in a timely manner for all personnel hours and reimbursable expenses attributable to the Work. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize reimbursable expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for reimbursable expenses, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of salary costs and reimbursable expenses with accrual of the total and credits for portions paid previously. External reimbursable expenses and sub-consultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain the purchase order number or other identifier that clearly indicates the expense is identifiable to the Work. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, reimbursable expenses by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or sub-consultant prior to receiving payment. CITY reserves the right to pay any subcontractor or sub-consultant, if CONSULTANT has not paid them timely and the services of the subcontractor or sub-consultant are necessary to complete the Work.

**5.4. METHOD OF PAYMENT**

- 5.4.1 CITY shall pay CONSULTANT within forty-five (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- 5.4.2 In the event CONSULTANT has utilized a Sub-consultant to perform the Work, CONSULTANT will be required to provide documentation that Sub-consultant and Sub-consultants of Sub-consultants have been paid prior to payment being made to CONSULTANT.
- 5.4.3. Payment will be made to CONSULTANT at:

Address: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 6**

**CITY 'S RESPONSIBILITIES**

- 6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.
- 6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 6.3. CITY shall review the CONSULTANT's itemized deliverables/documents identified in the Task Orders and respond in writing with any comment within the time set forth in the Task Order or within a reasonable time.
- 6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contract.
- 6.5 CITY shall review discriminatory vendors list prior to making any awards.
- 6.6 CITY shall follow §200.318-§200.327 for procurements involving federal awards.

## **ARTICLE 7**

### **MISCELLANEOUS**

#### **7.1. OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re- use by others of any of the materials for another Task Order.

#### **7.2. TERMINATION**

7.2.1. This Agreement may be terminated with or without cause by CITY at any time.

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.12 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

#### **7.3. AUDIT RIGHT AND RETENTION OF RECORDS**

7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to any Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

**7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS**

7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeships), and accessibility.

- 7.4.3. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

**7.5. PUBLIC ENTITY CRIMES ACT**

- 7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY , may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY , and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in being barred from CITY’s competitive procurement activities.
- 7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any sub-consultant, has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.
- 7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or sub-consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

**7.6. SUB-CONSULTANTS**

CONSULTANT may use the sub-consultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make determination as to the capability of the sub-consultant to perform properly under this Contract. The CITY’s acceptance of a sub-consultant shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of sub- consultants. The list of sub-consultants submitted and currently approved is as follows:

- a. \_\_\_\_\_
- b. \_\_\_\_\_

- c. \_\_\_\_\_
- d. \_\_\_\_\_

Hourly rates for such said Sub-consultants are as on attached Exhibit C .

## **7.7. ASSIGNMENT AND PERFORMANCE**

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY’s satisfaction for the agreed compensation.
- 7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT’s performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT’s response to the RFQ without the Contract Administrator’s prior written approval.

## **7.8. INDEMNIFICATION OF CITY**

- 7.8.1. To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the “indemnities”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.
- 7.8.2. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any

actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

## **7.9. INSURANCE**

### **7.9.1. GENERAL REQUIREMENTS**

- 7.9.1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida (“City”), the types of insurance described herein.
- 7.9.1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 7.9.1.03 The City shall be specifically included as an additional insured on the Contractor’s Liability policies with the exception of the Contractor’s Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured’s" provision). The City’s additional insured status should be extended to all Completed Operations coverages.
- 7.9.1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 7.9.1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City’s sole discretion, terminate or suspend this Agreement and seize the amount of Contractor’s performance bond, letter of credit, or other security acceptable to the City).
- 7.9.1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 7.9.1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor’s insurance agents, brokers, surety, and insurance carriers.

- 7.9.1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 7.9.1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 7.9.1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 7.9.1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 7.9.1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 7.9.1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 7.9.1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7.9.1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 7.9.1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 7.9.1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified

for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

**7.9.2 SPECIFIC INSURANCE REQUIREMENTS**

- 7.9.2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 7.9.2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation Employer's Liability	Florida Statutory Requirements \$100,000.00 Limit Each Accident \$500,000.00 Limit Disease Aggregate \$100,000.00 Limit Disease Each Employee
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If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

**Commercial General Liability Insurance** shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumpershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumpershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

**Business Automobile Liability Insurance** shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$500,000.00 Limit Each Accident
Property Damage Liability	\$500,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$500,000.00 Combined Single Limit Each Accident
--	--

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

**Professional Liability Insurance** shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

## **7.10. REPRESENTATIVE OF CITY AND CONSULTANT**

- 7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.
- 7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Task Order shall be addressed.

## **7.11. ALL PRIOR AGREEMENTS SUPERSEDED**

- 7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document

and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**7.12. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

City Manager  
City of Key West  
1300 White Street  
Key West, FL 33040

AND

Grants Manager  
City of Key West  
1300 White Street  
Key West, FL 33040

FOR CONSULTANT:

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**7.13. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any Task Order and any additions thereto shall be adjusted to exclude any significant sums, by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

## **7.14. INTERPRETATION**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

## **7.15. CONSULTANT'S STAFF**

- 7.15.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.
- 7.15.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.15.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.
- 7.15.4. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.
- 7.15.5. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.
- 7.15.6. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.
- 7.15.7. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.
- 7.15.8. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The

Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.15.9. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

#### **7.16. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **7.17. THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or sub-consultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

#### **7.18. CONFLICTS**

7.18.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.18.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.18.3. In the event CONSULTANT is permitted to use sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants from having any conflicts as within the meaning of this section and shall so notify them in writing.

**7.19. CONTINGENCY FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**7.20. WAIVER OF BREACH AND MATERIALITY**

7.20.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.20.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

**7.21. COMPLIANCE WITH LAWS**

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

**7.22. SEVERABILITY**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement.

**7.23. JOINT PREPARATION**

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**7.24. PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

**7.25. APPLICABLE LAW AND VENUE**

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

**7.26. INCORPORATION BY REFERENCE**

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit D - 2 CFR Appendix II to Part 200: Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards

Exhibit E – Housing and Development Act, Section 3 Compliance

Exhibit F – FDEO Reporting Forms

Exhibit G – FDEO Agreement MT010 (Not Signed Yet)

Exhibit H - FDEP Agreement 22PLN64 (Not Signed Yet)

**7.27. COUNTERPARTS**

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

By: CITY OF KEY WEST

By: CONSULTANT

\_\_\_\_\_  
Patti McLauchlin, City Manager

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

\_\_\_\_\_  
(Print Name and Title)

\_\_\_ day of \_\_\_\_\_, 2022\_

\_\_\_ day of \_\_\_\_\_, 2022

Attest:

Attest:

\_\_\_\_\_  
Cheryl Smith, City Clerk

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

\_\_\_\_\_  
(Print Name and Title)

\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_ day of \_\_\_\_\_, 2022

**Exhibit C - Hourly Fee Schedule**

**Company Name:** \_\_\_\_\_

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

<b>Position Title</b>	<b>Hourly Rate</b>
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## Exhibit D - 2 CFR Appendix II to Part 200

### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) –** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J)** See § 200.323.

**(K)** See § 200.216.

**(L)** See § 200.322.

## Exhibit E – Housing and Development Act, Section 3 Compliance

24 CFR § 135.38 - Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **Exhibit F – FDEO Reporting**

- 1) **Monthly** (within 10 Calendar Days after the end of the month)
  - A) Project Detail Budget: Detailed report measuring actual cost versus projected cost
  - B) Updated Activity Work Plan, documenting/justifying any changes – if no changes so state.
  - C) Changes to original timeline milestones (with justification)
  
- 2) **Quarterly Reporting** (no later than the 10<sup>th</sup> of every April, July, October and January)
  - A) Updated organization chart
  - B) Any staffing changes made during the quarter
  - C) Progress report including 1) Accomplishments, 2) Issues or risks faced and resolutions & 3)
  - D) Projected activities to be completed in upcoming quarter
  
- 3) **Infrequent Reporting (two or less times per year)**
  - A) Submit HUD Form 60002 Section 3 Summary Report (July 31)
  - B) Submit HUD Form 2516 Contract and Subcontract Activity (Apr 15 & Oct 15)

**Exhibit G – FDEO Agreement MT010**  
*FDEO Agreement MT010 is not signed yet.*

**Exhibit H - FDEP Agreement 22PLN64**  
*FDEP Agreement 22PLN64 is not signed yet.*

## **APPENDIX B: CONTRACT SCOPE OF WORK**

## **XB.1: Climate Vulnerability Assessment**

The central task of the CVA is to evaluate the vulnerability to climate threats across each asset category (e.g., people, property, critical facilities, infrastructure, economy, natural resources); and estimate the likelihood and magnitude of potential losses.

The consultant/consultant team (consultant) will work with city staff, community representatives, regional agencies and other experts to develop a comprehensive CVA that: (1) determines the assets to be included in the vulnerability assessment (e.g. water supply, infrastructure, public health); (2) conducts a sensitivity analysis for selected assets; (3) evaluates the adaptive capacity of the systems associated with the assets; and (4) complete an assessment of how vulnerable those systems are to the effects of climate change. The expected outcome and deliverable will be a City of Key West Climate Vulnerability Assessment, which will be used to make City policy and resource allocation decisions and to develop climate adaptation plans for the City.

Risk is the chance of a loss and the negative consequence of the loss. The consultant will utilize a method of their selection to estimate the likelihood and magnitude of losses resulting from each climate threat. A detailed risk analysis is not required, though proposals should include an explanation of the risk analysis method to be used. The consultant will produce outputs of the risk scoping, as well as spatial maps of risk. Outputs shall include planning level cost estimates for the projected damage or loss due to the climate threats assessed for each asset category assuming no adaptation strategies have been put into place.

Vulnerability is a measure of the degree to which an asset of a system is susceptible to and able/unable to cope with adverse effects of climate change/threats. To assess climate vulnerability, this task needs to document how the selected assets are affected by climate threats in terms of the following:

- d) Exposure: the presence of people, assets, and ecosystems in places where they could be adversely affected by hazards
- e) Sensitivity: the degree to which a system, population or resource is or might be affected by hazards/threats.
- f) Adaptive Capacity: the ability of a person, asset, or system to adjust to a hazard, and/or take advantage of new opportunities or cope with change.

The selected consultant will apply one or more supporting tools to assess the vulnerability of assets with respect to each climate threat and asset. Because of the breadth of assets impacted, approaches to assessing vulnerability may not be one size fits all. These tools may be publicly or privately sourced (e.g., EPA's Climate Resilience Evaluation and Awareness tool, U.S. Resilience Toolkit, the Social Vulnerability Index, Asset-Threat Comparison, or various GIS mapping tools). In their proposals, consultants are expected to identify and describe the tools and analysis to be used and the asset categories that will be covered in each; and to justify why the approach will be appropriate for each asset. If the consultant has a proprietary tool or model to assess a threat, the consultant must explain the tool's assessment capacity, assumptions, and sensitivity parameters, and provide examples of the tool's output analysis. Naval Air Station – Sector Key West is currently undergoing a Military Installation Resiliency Review, which includes a CVA, Risk Assessments and Decision Framework for Project Ranking. The selected consultant is expected to review their process and product in order to ensure that the City and Navy can align initiatives to collaboratively pursue funding.

The consultant will then run the assessments using the selected tools and analyses, and produce outputs (e.g., asset-threat sheets, consequence matrix) as well as spatial maps illustrating the vulnerability of each asset/attribute to each climate threat. Given the dynamic nature of the data (e.g., new 2020 Census, continued advancement in availability and understanding of climate data, etc.) the proposals should address how the assessments can be updated, adjusted, or reinterpreted as more recent and accurate information becomes available.

## **XB. 2 Adaptation Plan:**

The City of Key West has chosen 8 sectors/chapters to individually prioritize adaptation actions and 10-Year budget timelines for: Infrastructure (Roads/Buildings/Systems), Historic/Cultural, Housing and Shelter, Power and Water, Environment, Land Use & Code, Economic, and Health and Equity.

For each Chapter, the selected consultant will develop a comprehensive list of adaptation strategies to include both structural and non-structural measures at both the regional and community scale. The following is a representative, but not exhaustive, list of the types of adaptation strategies to consider.

- Asset- or site-specific protective measures, including nature-based solutions, to reduce or at least minimize prolonged service interruptions and risk.
- Potential design guidelines for future infrastructure upgrades/designs or changes in operations that assist in mitigating risk
- Potential design guidelines for existing and future property development (buildings and landscape) that mitigate risks.
- Assets that may be considered for relocation, as well as parcels that are unsuitable for additional asset development or should remain as undeveloped open space.
- Policies that can protect property values in highly vulnerable areas (e.g., transfer of development rights)
- Community outreach methods and education efforts to improve communication of threats and adaptive measures that can be or have been taken to protect sensitive populations
- Program or communications strategies to address vulnerable communities
- Insurance tools or novel financial programs that address risk reduction.
- Voluntary land acquisition goals and strategies for neighborhood level adaptive techniques.

The selected consultant will prioritize all potential adaptive measures based on their potential to reduce vulnerability, the ability and feasibility of implementation, cost/benefit ratio, and other criteria established by that Chapter's Working Group and the selected consultant.

For all prioritized adaptive measures, the selected consultant will identify available programs and strategies to fund and/or finance their implementation. These may include federal and state funding sources, best practices with respect to special taxing districts, revolving loan funds, public-private partnerships, innovative insurance tools, and other practices.

For all prioritized adaptive measures, the selected consultant will develop a planning level cost estimate for comparison with estimated costs of the impacts to the assets were no adaptation strategies implemented. This will be known as the cost/benefit ratio.

After presenting the priorities to the Working Group, the selected consultant will present the final agreed upon priorities at a Public Workshop and collect comments and questions. The Working Group will convene one last time to consult on the outcome of the Workshop, and then set a date for the Consultant to present the draft to the City Commission.

## **XB.3 Interactive Mapping:**

The future implementation of selected adaptation strategies will require ongoing analysis and occasional updates. Therefore, the selected consultant will provide an interactive mapping platform/tool which staff can access, view, and interact with perpetually. The selected consultant will develop a GIS-based interactive mapping tool that allows users to view multiple data layers and data sets, as well as aggregate and disaggregate vulnerabilities by asset type, threat type, time horizon and/or climate change model. The tool should allow the user to zoom in and

out to different geographic levels to examine vulnerabilities at different scales. The tool also needs to offer the capability to assign permission levels to restrict access to sensitive data and protect the integrity of data sets. The datasets underlying the mapping tool must be provided for future update, as well as metadata describing the datasets used. The map shall host results from the CVA as well as all prioritized projects from each Chapter. The proposal must include the cost of perpetual platform access and use after the project is complete.

#### **XB.4 Public Engagement Plan:**

**Steering Committee:** The entire project will have a Steering Committee that the City will identify and convene that will oversee the whole process to ensure cross-disciplinary guidance. Each Chapter will have its own working group that the City will identify and convene. The selected consultant will be expected to create a Public Engagement Plan that includes a Kick off meeting with the Project Steering Committee and a minimum of 3 meetings with each Goal Working Group (in conjunction with the Steering Committee): Kick Off with Preliminary Findings, Pre-Draft Prioritization, and Pre-Public Workshop Draft.

**Engagement Plan:** The Public Engagement Plan will also outline how the selected consultant proposes to maximize public participation and understanding of the Adaptation Plan process and projects.

#### **XB.5. Grant Goals and Tasks**

##### **Task 0 - ADMINISTRATION**

The following tasks pertain to the administration of the entire project and all of its components.

##### **Task 0.1 - Kick Off Meeting**

After a notice-to-proceed is issued, the City and selected consultant will meet to develop an overall project management plan and to address initial actions. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the City. Prior to the meeting, the Consultant will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The City will prepare a draft list of representatives to serve on the Project Steering Committee.

##### **Deliverables:**

- Draft list of Project Steering Committee members;
- Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- Draft email to potential Project Steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

##### **Task 0.2: Assemble Project Steering Committee**

The City will review and approve the steering committee list and then distribute the draft email prepared in Task 0.1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

**Deliverables:** The City will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

### **Task 0.3: Conduct Project Steering Committee Meetings**

The Consultant and City will coordinate and schedule the quantity, dates, times, and locations for the Project Steering Committee meetings, based on critical decision points in the project process. The purpose of the Project Steering Committee meetings is to assist in reviewing the goals of the project, review draft materials, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two major Project Steering Committee meetings is recommended, at the beginning and end of the project, with smaller Chapter related meetings to assist with selecting Chapter steering committees and final Chapter Review, and may be necessary to provide guidance at critical decision points throughout the project process.

**Deliverables:** The Consultant 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;
- 3) A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- 4) A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

### **GOAL 1: Mobile LiDAR Data Acquisition (FDEP)**

Monroe County is currently procuring Mobile LiDAR for incorporated right of ways throughout the County, with the intent to obtain an economy of scale not possible for each city on their own. Once a price for that data is known and agreed to, the consultant will work with the City to determine the best method to acquire this data.

- 1.1 Arrange procurement of roads Mobile LiDAR data from Monroe County.
- 1.2 Stitch/merge Mobile LiDAR roads data with newest flown LiDAR from State.

**Deliverable:**

- a) Individual and Stched Mobile LiDAR Datasets in Florida State Plane Coordinate System, East Zone, NAD83 (MSRS 2011 Horizontal) and NAVGD88 (Geoid 2012A) Vertical.
- b) Goal 1 Project Report with Executive Summary detailing methodology, quality control

### **Goal 2: CLIMATE VULNERABILITY ASSESSMENT (FDEP)**

#### **Task 2 Climate Vulnerability Assessment Task**

This initial Task entails a complete assessment of the climate related threats and hazards affecting the City of Key West.

Per the requirements defined in Section 380.093, Florida Statute (F.S.), Vulnerability Assessments must include the following:

- A) Assets and Topography
  - a) Will encompass entire City and include all critical and regionally significant assets owned or maintained by the City and it's locally based partners.
  - b) Will use the most recent publicly available Digital Elevation Model and generally accepted modeling techniques
- B) 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 NOAA or FEMA 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.
- d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

C) The following scenarios and standards:

- c. At least two local sea level rise scenarios, which must include the 2017 NOAA 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) Data Standards

- a. All analyses in NAVD 88.
- b. Raw data sources shall be identified with metadata

All future Chapters will build off this data and adhere to these standards.

**Task 2.1: Convene Climate Vulnerability Assessment Working Group**

The City shall identify and convene a Climate Vulnerability Assessment Working Group (CVA Working Group) to assist the consultant in development of the assessment. Representatives to participate in the CVA Working Group will be solicited from each of the City of Key West’s departments, and other regional/community technical stakeholders. The Consultant shall:

- Conduct an online kick-off meeting with the working group to brief the group on the background and process of development of a Climate Vulnerability Assessment and potential data and information needs.
- Conduct online meetings with the working group 3 more times: for Task 1.3, Pre-Draft Prioritization and Pre-Public Workshop.

**Deliverables:**

Summaries of each Climate Vulnerability Assessment Working Group meeting, including:

- a) Meeting invitations
- b) Meeting agendas to include location, date, and time of meeting;
- c) Meeting sign-in sheets with attendee names and affiliation;
- d) A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- e) A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

**Task 2.2: Public Outreach Meeting #1**

The purpose of the first meeting 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 Consultant will prepare all social media notifications, meeting invitations and graphics, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Consultant will provide the following:

- a) Meeting agendas to include location, date, and time of meeting;

- b) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- c) 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;
- d) A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- e) A summary report including attendee input and meeting outcomes.

### **Task 2.3: Acquire Background Data**

The Consultant 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 (<http://laws.flrules.org/2021/28>)

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: 1) Transportation; 2) Critical Infrastructure ; 3) Critical Facilities; and 4) Natural / Cultural Resources. The City has created preliminary list of asset categories that should be included in the Vulnerability Assessment. This proposed list of asset categories and the types of community assets in each category is included in Appendix C for the selected consultant’s consideration and the Working Groups final approval. A preliminary assessment of the GIS data available for each asset category is also included in Appendix C.

GIS files and associated metadata must adhere to the Resilient Florida Program’s Exhibit I GIS Data Standards (Appendix D), 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 Consultant 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 Consultant shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following:

- a) Technical Report 2.3: Outlining the data compiled and findings of the gap analysis;
- b) Summary Report 2.3: To include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- c) 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 2.4: Exposure Analysis**

The Consultant 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,
- 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 Exhibit I GIS Data Standards (Appendix D)
- Raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- 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
- 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 2.5: Sensitivity Analysis**

The Consultant 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 Consultant will provide the following:

- 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
- 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 #2.6: Public Outreach Meeting #2**

The Consultant will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting 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 this meeting, 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:

- Meeting agendas to include location, date, and time of meeting;
- Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 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;
- A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- Summary Report 2.6: Including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

## **Task #2.7: Identify Focus Areas**

The Consultant will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook (<https://floridadep.gov/sites/default/files/AdaptationPlanningGuidebook.pdf>). Based on the exposure and sensitivity analyses, the Consultant will assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies across all 8 Implementation Chapters. GIS files and associated metadata must adhere to the Resilient Florida Program's Exhibit I GIS Data Standards (Appendix D) and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- a) Report 2.7: Summarizing the areas identified as focus areas, organized under Chapter headings, with justification for choosing each area;
- b) Tables listing each focus area with any critical assets that are contained inside the focus area;
- c) Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- d) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

## **Task #2.8: Final Vulnerability Assessment Report, Maps, and Tables**

The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in Section 380.093, Florida Statute (<http://laws.flrules.org/2021/28>) and based upon the steering committee and public outreach efforts.

- The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas.
- It should 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:

- a) 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 Section 380.093, Florida Statute (<http://laws.flrules.org/2021/28>). 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;
- b) 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
- c) A signed Vulnerability Assessment Compliance Checklist Certification. (Appendix E)

## **Task #2.9: Public Presentation**

The Grantee will present the final VA results to the City Commission. 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:

- a) Meeting agendas to include location, date, and time of meeting;
- b) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- c) 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;
- d) A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- e) A summary report including attendee input and meeting outcomes.

**Task 2.10: Develop and Publish Online Interactive Tool.**

Develop public facing, easy-to-use interactive map for Vulnerability data, including Focus areas, future Chapter data and future projects.

**Deliverable:**

- c) Published Interactive Map

**GOAL 3 – Infrastructure Adaptation Chapter (FDEP)**

**Task 3 – Infrastructure Adaptation Chapter**

The Infrastructure Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, development and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

**Task 3.1: Work with Infrastructure Adaptation Chapter Working Group**

The City shall identify and convene an Infrastructure Adaptation Plan Working Group (IWG) to assist the consultant in development of the Chapter. Representatives to participate in the IWG will be solicited from each of the City of Key West’s departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the IWG to brief the group on the background and process of development of an Infrastructure Adaptation Chapter and potential data and information needs.
- Conduct at least 2 more online meetings with the IWG (Pre-Draft Prioritization, and Pre-Public Workshop Draft).

**Deliverables:**

- List of all IWG Group members.
- Summaries of each IWG meeting, including attendees, presentations given, questions and comments given, and any decisions made.

**Task 3.2: Development of Focus Areas & GIS Layer**

- Based on the GIS database from the Task 1 Vulnerability Assessment, identify Infrastructure focus areas (Road segments, critical facilities, city-owned buildings, stormwater infrastructure, wastewater infrastructure) that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Review Monroe County Roadway Vulnerability Assessment
- Create a new GIS database layer with color coded map for Infrastructure based assets in the community. Data associated with these assets should also include criticality, condition, useful life, ROW width, & Land Use.
- Develop general flood mitigation concepts based on commonalities across all roads and buildings, with basic costs for each treatment.
- Prioritize a preliminary list of projects based on obtainable data.
- Meet with IWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 25 projects.

**Deliverable:**

- Task 3.2 Summary Report defining general flood mitigation concepts with basic costs, prioritized project list as well as data gaps for all focus areas identified.

**Task 3.3: Propose Infrastructure Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 3.2, with planning-level pricing and expected results.
- Meet with IWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and gauge community priorities.

**Deliverables:**

- Task 3.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding mechanisms for implementation of adaptive measures.
- Public workshop presentation, list of attendees and summary of comments received.

**Task 3.4 Draft and Present Infrastructure Adaptation Chapter with 10-year budget**

This task incorporates the summary reports developed in previous tasks to create a draft Infrastructure Adaptation Chapter, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Updated and Published Interactive Map
- Presentation to City Commission

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Draft Infrastructure Adaptation Chapter
- Presentation from City Commission Meeting
- Comments received at City Commission Meeting

**Task 3.5: Complete Infrastructure Adaptation Chapter**

- Final Infrastructure Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Update Interactive Map
- Presentation to City Commission

**Deliverable:**

- Final Infrastructure Adaptation Chapter, as an ADA accessible document.

- Infrastructure Layer of Interactive Map
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 3.6 Integrate into Existing Plans**

- Produce summary and, when applicable, strike through and underline language to integrate the Infrastructure Adaptation Chapter into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater Master Plan, etc.)

**Deliverable:**

- Task 3.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

**GOAL 4 – Environmental Adaptation Chapter (FDEO)**

**Task 4 – Environmental Adaptation Chapter**

The Environmental Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, development and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

**Task 4.1: Consult with Environmental Adaptation Chapter Working Group**

The City shall identify and convene an Environmental Adaptation Chapter Working Group (EnWG) to assist the consultant in development of the Chapter. Representatives to participate in the EnWG will be solicited from each of the City of Key West’s departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the EnWG to brief the group on the background and process of development of an Environmental Adaptational Chapter and potential data and information needs.
- Conduct at least 2 more online meetings with the EnWG (Pre-Draft Prioritization, and Pre-Public Workshop Draft).

**Deliverables:**

- List of all EnWG members.
- Summaries of each EnWG meeting including copies of invitation, agenda, presentation material, list of attendees and summary of input received.

**Task 4.2: Development of Focus Areas & GIS Layer**

- Based on the GIS database from the Task 1 Vulnerability Assessment, identify focus areas that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Review: The Nature Conservancy’s Coastal Resilience Shoreline Suitability for Resilience Projects data, Living Shoreline Best management practices.
- Create a new GIS database layer with color coded map for Environmental and Coastline based assets in the community. Data associated with these assets should also include condition, ownership, coastline

type, habitat type, greenways/drainage features, alleys, 600' mean high water zone, brownfields, fueling stations and protected species.

- Prioritize a preliminary list of projects based on obtainable data.
- Meet with EnWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 15 projects.

**Deliverable:**

- Task 4.2 Summary Report of:
  - Identified Focus Areas, detailing Exposure, Risk and Sensitivity Analyses and data gaps.
  - 15 Prioritized Projects

**Task 4.3: Propose Environmental Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 4.2, with planning-level pricing and expected results.
- Meet with EnWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and gauge community priorities.

**Deliverables:**

- Task 3.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding mechanisms for implementation of adaptive measures.
- Documentation of Public workshop, including press release, agenda, presentation material, list of attendees and summary of input received.

**Task 4.4 Draft and Present Environmental Adaptation Plan with 10-year budget**

This task incorporates all summary reports developed in previous tasks under this goal to create a draft Environmental Adaptation Plan, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Workshop with City Commission
- Updated and Published Interactive Map

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Draft Environmental Adaptation Plan
- Summary Report of City Commission Meeting, including presentation materials and input received.

**Task 4.5: Complete Environmental Adaptation Chapter**

- Final Environmental Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Update Interactive Map
- Presentation to City Commission

**Deliverable:**

- Final Environmental Adaptation Chapter, as an ADA accessible document.
- Environment Layer of Interactive Map
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 4.6 Integrate into Existing Plans**

- Produce summary and strike through and, when applicable, underline language to integrate the Environmental Adaptation Plan into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater Master Plan, etc.)

**Deliverable:**

- Task 3.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

## **GOAL 5 – Land Use & Code Adaptation Chapter (FDEO)**

### **Task 5 – Land Use & Code Adaptation Chapter**

The Land Use & Code Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, development and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

#### **Task 5.1: Work with Land Use & Code Adaptation Chapter Working Group**

The City shall identify and convene the Land Use & Code Adaptation Chapter Working Group (LWG) to assist the consultant in development of the Chapter. Representatives to participate in the working group will be solicited from each of the City of Key West’s departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the LWG to brief the group on the background and process of development of the Land Use & Code Adaptation Chapter and potential data and information needs.
- Conduct at least 2 more online meetings with the LWG (Pre-Draft Prioritization, and Pre-Public Workshop Draft).

#### **Deliverables:**

- List of all LWG members.
- Summaries of each LWG meeting, including attendees, presentations given, questions and comments given, and any decisions made.

#### **Task 5.2: Development of Focus Areas & GIS Layer**

- Based on the Vulnerability Assessment from Task 1, identify focus areas that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Create a new GIS database layer with color coded map for Land Use & Code based assets in the community. Data associated with these assets should also include: habitats, drainage areas, & density.
- Review EPA’s Smart Growth Fixes for Climate Adaptation and Resilience ([https://www.epa.gov/sites/default/files/2017-01/documents/smart\\_growth\\_fixes\\_climate\\_adaptation\\_resilience.pdf](https://www.epa.gov/sites/default/files/2017-01/documents/smart_growth_fixes_climate_adaptation_resilience.pdf)), Model Resilient Zoning Code Framework with Equity ([https://s3.amazonaws.com/bizzabo.file.upload/mH4FHAYHRQGLRQ1JeIUM\\_C03\\_A%20Model%20Resilient%20Zoning%20Code%20With%20Equity\\_Handout\\_11.9.2020.pdf](https://s3.amazonaws.com/bizzabo.file.upload/mH4FHAYHRQGLRQ1JeIUM_C03_A%20Model%20Resilient%20Zoning%20Code%20With%20Equity_Handout_11.9.2020.pdf)), and best management practices for Resilience Overlay Zones.
- Prioritize a preliminary list of projects based on obtainable data.
- Meet with LWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 15 projects.

#### **Deliverable:**

- Task 5.2 Summary Report defining prioritized projects as well as data gaps for all focus areas identified.

#### **Task 5.3: Propose Land Use & Code Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 5.2, with planning-level pricing and expected results.
- Meet with LWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and gauge community priorities.

**Deliverables:**

- Task 5.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding mechanisms for implementation of adaptive measures.
- Public workshop presentation, list of attendees and summary of comments received.

**Task 5.4 Draft and Present Land Use & Code Adaptation Chapter with 10-year budget**

This task incorporates all summary reports developed in previous tasks from this Goal to create a draft Land Use & Code Adaptation Chapter, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Updated and Published Interactive Map
- Workshop with City Commission

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Draft Land Use & Code Adaptation Chapter
- Task 5.4 Summary Report of City Commission Meeting, including presentation materials and input received.

**Task 5.5: Complete Land Use & Code Adaptation Chapter**

- Final Land Use & Code Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Presentation to City Commission

**Deliverable:**

- Final Land Use & Code Adaptation Chapter, as an ADA accessible document.
- Updated Interactive Map
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 5.6 Integrate into Existing Plans**

- Produce summary and, when applicable, strike through and underline language to integrate the Land Use & Code Adaptation Chapter into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater Master Plan, etc.)

**Deliverable:**

- Task 5.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

**GOAL 5 – Historic and Cultural Adaptation Chapter (FDEP)**

**Task 5 – Historic & Cultural Adaptation Chapter**

The Historic & Cultural Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited

to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, development and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

### **Task 6.1: Work with Historic & Cultural Adaptation Chapter Working Group**

The City shall identify and convene an Historic & Cultural Adaptation Chapter Working Group (HiWG) to assist the consultant in development of the Chapter. Representatives to participate in the HiWG will be solicited from each of the City of Key West's departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the HiWG to brief the group on the background and process of development of the Historic & Cultural Adaptation Chapter and potential data and information needs.
- Conduct at least 3 more online meetings with the HiWG (Pre-Draft Prioritization, Pre-Public Workshop Draft, and the Historic Architectural Review Commission).

#### **Deliverables:**

- List of all HiWG members.
- Summaries of each HiWG meeting, including attendees, presentations given, questions and comments given, and any decisions made.

### **Task 6.2: Development of Focus Areas & GIS Layer**

- Based on the Vulnerability Assessment from Task 1, identify focus areas that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Create a new GIS database layer with color coded map for archeologic and architecture-based assets in the community. Data associated with these assets should also include first floor elevation, significant type, characteristics, condition, land use, historic shorelines, flood zone and past storm damage,
- Review HARC Guidelines, Sanborn Maps, Historic Photos, US Secretary of the Interior's Standards for Rehabilitation and Guidelines on Flood Adaptation for Rehabilitating Historic Buildings (2021), Historic Preservation Element of the Key West Comprehensive Plan, and Miami Beach's "Buoyant City: Historic District Resiliency & Adaptation Guidelines (2020).
- Prioritize a preliminary list of projects based on obtainable data.
- Meet with HiWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 15 projects.

#### **Deliverable:**

- Task 6.2 Summary Report defining prioritized projects as well as data gaps for all focus areas identified.

### **Task 6.3: Propose Historic & Cultural Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 6.2, with planning-level pricing and expected results.
- Meet with HiWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and gauge community priorities.

#### **Deliverables:**

- Task 6.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding mechanisms for implementation of adaptive measures.
- Public workshop presentation, list of attendees and summary of comments received.

### **Task 6.4 Draft and Present Historic & Cultural Adaptation Chapter with 10-year budget**

This task incorporates all summary reports developed in previous tasks from this Goal to create a draft Historic & Cultural Adaptation Chapter, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Updated and Published Interactive Map
- Workshop with City Commission

**Deliverable:**

- Draft Historic & Cultural Adaptation Chapter
- Task 6.4 Summary Report of City Commission Meeting, including presentation materials and input received.

**Task 6.5: Complete Historic & Cultural Adaptation Chapter**

- Final Historic & Cultural Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Presentation to City Commission

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Final Historic & Cultural Adaptation Chapter, as an ADA accessible document.
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 6.6 Integrate into Existing Plans**

- Produce summary and strike through and, when applicable, underline language to integrate the Historic & Cultural Adaptation Chapter into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater Master Plan, etc.)

**Deliverable:**

- Task 6.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

**GOAL 7 – Power and Water Adaptation Chapter (FDEO)**

**Task 7 – Power and Water Adaptation Chapter**

The Power and Water Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, development and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

**Task 7.1: Work with Power and Water Adaptation Chapter Working Group**

The City shall identify and convene a Power and Water Adaptation Chapter Working Group (PWWG) to assist the consultant in development of the Chapter. Representatives to participate in the PWWG will be solicited from each of the City of Key West’s departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the PWWG to brief the group on the background and process of development of the Power and Water Adaptation Chapter and potential data and information needs.

- Conduct at least 2 more online meetings with the PWWG (Pre-Draft Prioritization and Pre-Public Workshop Draft).

**Deliverables:**

- List of all PWWG members.
- Summaries of each PWWG meeting, including attendees, presentations given, questions and comments given, and any decisions made.

**Task 7.2: Development of Focus Areas & GIS Layer**

- Based on the Vulnerability Assessment from Task 1, identify focus areas that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Create a new GIS database layer with color coded map for Power and Water based assets the community draws from. Data associated with these assets should also include assets, type, useful life, criticality, service area, projected needs, population served,
- Review City of Orlando Energy & Water Efficiency Strategy (<https://www.orlando.gov/Initiatives/Building-Energy-Water-Efficiency-Strategy>), Key West Reuse Feasibility Report Update 2018 ([https://drive.google.com/file/d/1L-D59ZBGmkpDcHm4\\_es5-rMXht8o-15/view?usp=sharing](https://drive.google.com/file/d/1L-D59ZBGmkpDcHm4_es5-rMXht8o-15/view?usp=sharing)), and best management practices for EV infrastructure.
- Prioritize a preliminary list of projects based on obtainable data.
- Meet with PWWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 15 projects.

**Deliverable:**

- Task 7.2 Summary Report defining prioritized projects as well as data gaps for all focus areas identified.

**Task 7.3: Propose Power and Water Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 7.2, with planning-level pricing and expected results.
- Meet with PWWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and gauge community priorities.

**Deliverables:**

- Task 7.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding mechanisms for implementation of adaptive measures.
- Public workshop presentation, list of attendees and summary of comments received.

**Task 7.4 Draft and Present Power and Water Adaptation Chapter with 10-year budget**

This task incorporates all summary reports developed in previous tasks from this Goal to create a draft Power and Water Adaptation Chapter, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Updated and Published Interactive Map
- Workshop with City Commission

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Draft Power and Water Adaptation Chapter
- Task 7.4 Summary Report of City Commission Meeting, including presentation materials and input received.

**Task 7.5: Complete Power and Water Adaptation Chapter**

- Final Power and Water Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Presentation to City Commission

**Deliverable:**

- Final Power and Water Adaptation Chapter, as an ADA accessible document.
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 7.6 Integrate into Existing Plans**

- Produce summary and, when applicable, strike through and underline language to integrate the Power and Water Adaptation Chapter into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater Master Plan, etc.)

**Deliverable:**

- Task 7.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

**GOAL 8 – Economic Adaptation Chapter (FDEO)**

**Task 8 – Economic Adaptation Chapter**

The Economic Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, building and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

**Task 8.1: Work with Economic Adaptation Chapter Working Group**

The City shall identify and convene an Economic Adaptation Chapter Working Group (EcWG) to assist the consultant in development of the Chapter. Representatives to participate in the EcWG will be solicited from each of the City of Key West’s departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the EcWG to brief the group on the background and process of development of the Economic Adaptation Chapter and potential data and information needs.
- Conduct at least 2 more online meetings with the EcWG (Pre-Draft Prioritization, and Pre-Public Workshop Draft).

**Deliverables:**

- List of all EcWG members.
- Summaries of each EcWG meeting, including attendees, presentations given, questions and comments given, and any decisions made.

**Task 8.2: Development of Focus Areas & GIS Layer**

- Based on the Vulnerability Assessment from Task 1, identify focus areas that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Create a new GIS database layer with color coded map for Economy based assets(?) the community draws from. Data associated with these assets should also include type of business, size of business, tourism

specific, hotel data, airport data, ports and marinas, military, government employees, census data: who's working, unemployment numbers, 2<sup>nd</sup> Homes, transient rentals, substandard buildings.

- Review The Business Case for Resilience in Southeast Florida (2020), Reworking Tourism.
- Prioritize a preliminary list of projects based on obtainable data.
- Meet with EcWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 15 projects.

**Deliverable:**

- Task 8.2 Summary Report defining prioritized projects as well as data gaps for all focus areas identified.

**Task 8.3: Propose Economic Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 8.2, with planning-level pricing and expected results.
- Meet with EcWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and gauge community priorities.

**Deliverables:**

- Task 8.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding mechanisms for implementation of adaptive measures.
- Public workshop presentation, list of attendees and summary of comments received.

**Task 8.4 Draft and Present Economic Adaptation Chapter with 10-year budget**

This task incorporates all summary reports developed in previous tasks from this Goal to create a draft Economic Adaptation Chapter, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Updated and Published Interactive Map
- Workshop with City Commission

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Draft Economic Adaptation Chapter
- Task 8.4 Summary Report of City Commission Meeting, including presentation materials and input received.

**Task 8.5: Complete Economic Adaptation Chapter**

- Final Economic Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Presentation to City Commission

**Deliverable:**

- Final Economic Adaptation Chapter, as an ADA accessible document.
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 8.6 Integrate into Existing Plans**

- Produce summary and strike through and, when applicable, underline language to integrate the Economic Adaptation Chapter into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater Master Plan, etc.)

**Deliverable:**

- Task 8.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

## **GOAL 9 – Housing and Shelter Adaptation Chapter (FDEO)**

### **Task 9 – Housing and Shelter Adaptation Chapter**

The Housing and Shelter Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, development and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

#### **Task 9.1: Work with Housing and Shelter Adaptation Chapter Working Group**

The City shall identify and convene a Housing and Shelter Adaptation Chapter Working Group (HoWG) to assist the consultant in development of the Chapter. Representatives to participate in the HoWG will be solicited from each of the City of Key West's departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the HoWG to brief the group on the background and process of development of the Housing and Shelter Adaptation Chapter and potential data and information needs.
- Conduct at least 2 more online meetings with the HoWG (Pre-Draft Prioritization, and Pre-Public Workshop Draft).

#### **Deliverables:**

- List of all HSWG members.
- Summaries of each HSWG meeting, including attendees, presentations given, questions and comments given, and any decisions made.

#### **Task 9.2: Development of Focus Areas & GIS Layer**

- Based on the Vulnerability Assessment from Task 1, identify focus areas that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Create a new GIS database layer with color coded map for Housing and Shelter based assets the community relies upon. Data associated with these assets should also include affordable/subsidized housing, retirees & working class, sub-standard housing, shelters, hurricane shelter, refuges of last resort, LMI, transit stops/transportation options
- Review Key West Affordable Housing Needs Solutions White Paper 2014 (<https://drive.google.com/file/d/1mI3fuLh2g728e2CdTVpGTXFJYAugSNVT/view?usp=sharing>), and materials from Key West's Affordable Housing Workshop (Jan 2021) (<http://keywest.legistar.com/View.ashx?M=A&ID=834583&GUID=A69EC0B2-7A70-4F8F-B333-6AD03D4C4281>)
- Prioritize a preliminary list of projects based on obtainable data.
- Meet with HoWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 15 projects.

#### **Deliverable:**

- Task 9.2 Summary Report defining prioritized projects as well as data gaps for all focus areas identified.

#### **Task 9.3: Propose Housing and Shelter Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 9.2, with planning-level pricing and expected results.
- Meet with HoWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and gauge community priorities.

**Deliverables:**

- Task 9.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding mechanisms for implementation of adaptive measures.
- Public workshop presentation, list of attendees and summary of comments received.

**Task 9.4 Draft and Present Housing and Shelter Adaptation Chapter with 10-year budget**

This task incorporates all summary reports developed in previous tasks from this Goal to create a draft Housing and Shelter Adaptation Chapter, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Updated and Published Interactive Map
- Workshop with City Commission

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Draft Housing and Shelter Adaptation Chapter
- Task 9.4 Summary Report of City Commission Meeting, with presentation materials and input received.

**Task 9.5: Complete Housing and Shelter Adaptation Chapter**

- Final Housing and Shelter Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Presentation to City Commission

**Deliverable:**

- Final Housing and Shelter Adaptation Chapter, as an ADA accessible document.
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 9.6 Integrate into Existing Plans**

- Produce summary and strike through and, when applicable, underline language to integrate the Housing and Shelter Adaptation Chapter into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater, etc.)

**Deliverable:**

- Task 9.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

**GOAL 10 – Health and Equity Adaptation Chapter (FDEO)****Task 10 – Health and Equity Adaptation Chapter**

The Health and Equity Adaptation Chapter of the Adaptation Plan involves the identification of asset specific adaptive measures to build community resilience to climate threats, by reducing vulnerability, or supporting response and recovery efforts in the event that a threat occurs. Potential strategies may include, but not be limited to, physical protective measures, updating design and/or operational guidelines, nature-based strategies, development and zoning code modifications, creation of Adaptation Action Areas, and educational approaches. Strategies may be identified by considering those that have been effective in communities dealing with similar vulnerabilities and risks.

**Task 10.1: Work with Health and Equity Adaptation Chapter Working Group**

The City shall identify and convene a Health and Equity Adaptation Chapter Working Group (HeWG) to assist the consultant in development of the Chapter. Representatives to participate in the HeWG will be solicited from

each of the City of Key West's departments, and other regional/community technical stakeholders. The consultant shall:

- Conduct an online kick-off meeting with the HeWG to brief the group on the background and process of development of the Health and Equity Adaptation Chapter and potential data and information needs.
- Conduct at least 2 more online meetings with the HeWG (Pre-Draft Prioritization, and Pre-Public Workshop Draft).

**Deliverables:**

- List of all HeWG members.
- Summaries of each HeWG meeting, including attendees, presentations given, questions and comments given, and any decisions made.

**Task 10.2: Development of Focus Areas & GIS Layer**

- Based on the Vulnerability Assessment from Task 1, identify focus areas that should be addressed in the next 10 years. Include known issues from Appendix C.
- Determine gaps in knowledge and data to address these areas.
- Create a new GIS database layer with color coded map for Health and Equity based assets the community relies upon. Data associated with these assets should also include LMI, food availability, health care access, lead paint.
- Review Monroe County's Community Health Improvement Plan (2019) [http://monroe.floridahealth.gov/programs-and-services/community-health-planning-and-statistics/\\_documents/Monroe\\_CHIP1.pdf](http://monroe.floridahealth.gov/programs-and-services/community-health-planning-and-statistics/_documents/Monroe_CHIP1.pdf), CDC's Climate Effects on Health <https://www.cdc.gov/climateandhealth/effects/default.htm>, Southeast Florida Regional Compact on Climate Change Resources for Implementing Social Equity Recommendations <https://southeastfloridaclimatecompact.org/resources/social-equity/>.
- Prioritize a preliminary list of projects based on obtainable data.
- Meet with HeWG for SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats), and finalize Prioritized Project List of 15 projects.

**Deliverable:**

- Task 10.2 Summary Report defining prioritized projects as well as data gaps for all focus areas identified.

**Task 10.3: Propose Health and Equity Adaptation Options**

- Develop list of potential adaptation measures for each prioritized project from Task 9.2, with planning-level pricing and expected results.
- Meet with HeWG to prioritize adaptation measures via STAPLEE or comparable evaluation.
- Actively publicize and host interactive Public Workshop to gather feedback and community priorities.

**Deliverables:**

- Task 10.3 Summary Report including the approach for identifying potential adaptation measures; a comprehensive list and description of adaptation strategies (including planning-level costs, cost of doing nothing and expected results); and a list of potential funding for implementation of adaptive measures.
- Public workshop presentation, list of attendees and summary of comments received.

**Task 10.4 Draft and Present Health and Equity Adaptation Chapter with 10-year budget**

This task incorporates all summary reports developed in previous tasks from this Goal to create a draft Health and Equity Adaptation Chapter, with associated 10-year timeline of actions, budgets, financing options and proposed policy changes.

- Updated and Published Interactive Map
- Workshop with City Commission

**Deliverable:**

- Final dataset of assets and attributes with each asset category to be included, both in GIS and tabular form as well as metadata providing the source and description in the data.
- Draft Health and Equity Adaptation Chapter

- Task 10.4 Summary Report of City Commission Meeting, with presentation materials and input received.

**Task 10.5: Complete Health and Equity Adaptation Chapter**

- Final Health and Equity Adaptation Chapter with 10-year Action Plan, Budget, and Policy changes.
- Presentation to City Commission

**Deliverable:**

- Final Health and Equity Adaptation Chapter, as an ADA accessible document.
- Written Ordinance and Comprehensive Plan Changes
- Presentation from City Commission Meeting

**Task 10.6 Integrate into Existing Plans**

- Produce summary and strike through and, when applicable, underline language to integrate the Health and Equity Adaptation Chapter into existing Plans (Comp Plan, Ordinances, PDRRP, Stormwater, etc.)

**Deliverable:**

- Task 10.6 Summary Report of proposed changes needed to integrate into existing plans
- Strikethrough Underline Language and analysis needed to integrate into Comprehensive Plan or Ordinances.

**Goal 11 - Final Adaptation Plan (FDEO)**

Final wrap up of all products to produce one Final Adaptation Plan.

- Task 11.1 – Revisit all Chapters to check for and fix inconsistencies
- Task 11.2 – Create Master Financing List consisting of all Chapters across all 10 Budget Years.
- Task 11.3 – Create Executive Summary with Capacity Section
- Task 11.4 – Assemble Final Summary of all Plan Integration across Chapters

**Deliverable**

- Final Adaptation Plan, as an ADA accessible document.

**Goal 12 – Post Plan Implementation Assistance (CITY)**

Provide expertise, if and when needed by Task Order to ensure capacity and success in implementing Adaptation Plan projects and financing goals.

- Task 12.1 – When requested, create cost scope for Task Order
- Task 12.2 – Once Task Order is approved, fulfill Task.

**Deliverable**

- Completed Task Order

**XB.6 Completed Work:**

All deliverables will be ADA compliant under Section 508 of the Rehabilitation Act of 1973 and formatted to meet the Working Group’s requirements. The consultant is expected to provide a preliminary draft and a complete final draft, and to incorporate a minimum of two rounds of revisions by the team prior to finalization and printing.

When the last Chapter is complete, the consultant will prepare a non-technical Executive Summary of the major findings of the entire agreement product for digital distribution to the public and to promote community engagement.

**XB.7 General Administration and Reporting:**

The consultant will assist the City with compliance with FDEO and FDEP Reporting.

## APPENDIX C – SUPPORTING MATERIAL

## C.1 Datasets

Key West Data Matrix: “Y” means yes, we have it available. “M” means we might be able to make it happen

Attributes	Avail?	Notes
Boundaries	Y	
Buildings	Y	with year-built data
Buildings, Historic	Y	National Register Listed Sites and Buildings List of Contributing Buildings
Bridge Clearance	M	
Cemetery	Y	
Critical Facilities	Y	
Elevation Certificates	M	
Flood Zones	Y	
Parcels	Y	with building footprints.
Parks/Natural Areas	Y	
Roads, highways, bridges	Y	
Canals, with ownership	M	
Critical beach erosion line	M	
Coastline	Y	
Coastline, Historic	Y	
Coastline, Suggested Adaptation	M	
Commercial Use	M	
Green space parcels	M	
Land Use	Y	
LiDAR	Y	2022 Mobile LiDAR for ROWs 2021 Flown LiDAR for all else
Reclaimed water pipes	M	
Reclaimed water structures	M	
Sewer Pipes	Y	
Sewer Structures	Y	
Storm evacuation areas	M	
Stormwater pipes	Y	
Stormwater Structures	Y	
Wastewater treatment plants	Y	
Water pipes	M	
Water Structures	M	
Water Supply Sources	M	
Water Treatment Plant	M	
Wellfield protection areas	M	
Zoning	Y	
Areas of economic susceptibility (CRA)	Y	
Attractions	M	
Boat Ramps	M	
Known Areas of King Tide Flooding	M	
Lifeguard stands	M	
Marinas, Restaurants, Hotels	M	
Piers	M	
Signs/Signals	Y	
Stormwater Master Plan	Y	
Vulnerable Populations	Y	

## C.2 Assets

### **a) Asset Categories:**

#### **1) Transportation**

- Facilities (Airport, Greyhound, Transit, Ports/Marinas)
- Bridges
- Roads, by type
- Major bikeways
- Major pedestrian zones
- Levels of Service
- Evacuation Routes
- Delivery Routes

#### **2) Critical Infrastructure**

- Wastewater treatment facilities
- Lift stations
- Stormwater treatment facilities
- Pump Stations
- Drinking water facilities
- Water Utility conveyance systems
- Electric production and supply
- Solid and hazardous waste facilities
- Military installations

#### **3) Critical Facilities**

- Public Safety (fire, police)
- Emergency medical services
- Communications
- Schools, Colleges
- Community Centers
- Correctional facilities
- Disaster Recovery center
- Government Facilities
- Health care facilities
- Hospitals
- Logistical staging areas,
- Affordable public housing
- Risk shelter inventory
- State Govt facilities

### **b) Hazard Identification:**

- Sea Level Rise
- Tidal Flooding
- Storm Surge
- Rainfall Induced Flooding
- Groundwater Inundation
- Saltwater Intrusion

### **c) Quantifiers: Evaluate and assign value to:**

- Exposure
- Sensitivity

#### **4) Natural /Environmental**

- Conservation Lands
- Coastline
- Natural Areas
- Green Infrastructure
- Parks
- Surface Waters/Wetlands
- Champion Trees

#### **5) Historical/Cultural Assets**

- Historical Buildings/Sites
- Archeological Areas
- Working Waterfront

#### **6) Economic**

- Commercial Properties
  - Annual Sales Volumes
  - Jobs
- Major Industries
  - Tourism
  - Water Based
  - Military

#### **7) Housing/Shelter**

- Rented/Owned

#### **8) Health/Equity**

- Social Vulnerability Index
- Food SNAP Retailers
- Public Housing
- Median Household income

#### **9) Land Use**

- Residential Popn density
- Major employment centers
- Census Data
- Existing Drainage
- Alleyways

- Shoreline Erosion
- Extreme Heat
- High Winds
- Drought
- Pest and Disease Outbreaks

- Adaptive Capacity
- Vulnerability Ranking

## C.3 Chapter Specific Guidance

### **Infrastructure Adaptation Plan Chapter**

#### **Specific Issues to Consider:**

- No True Retreat Options
- Transportation
- Critical Facilities
- Marina/Ports

#### **Potential Priority Projects:**

- Neighborhoods: Indigenous Park Neighborhood
- Major Corridors: Atlantic Avenue, Jose Marti
- Critical Facilities: Fire Station 3, Mt Trashmore, Airport, HOB,
- Uses of Glass?

### **Historical/Cultural Adaptation Plan Chapter**

#### **Specific Issues to Consider:**

- Historical Preservation Guidance: Hardening, Elevation, Materials, Post Disaster Rebuild
- Working Waterfront

#### **Potential Priority Projects:**

- Diesel Plant
- Cable Huts
- Garrison Bight / Charter Boat Row
- Preservation Grants/Loans

### **Housing & Shelter Adaptation Plan Chapter**

#### **Specific Issues to Consider:**

- Affordable Housing
- Pre-FIRM residential bldgs./mobile homes. subject to storm surge / winds.
- Density Changes
- Severe Repetitive Loss
- First Floor Elevations
- Temporary Shelter and Transitioning
- Rebuilding Materials
- Shelter: Increase Shelter in Place options

#### **Potential Priority Projects:**

- Residential Building Materials
- Poinciana Redevelopment
- Publix Plaza Redevelopment
- Revolving Loan Fund
- Voluntary Buyouts / Conservation Easements

### **Power and Water Adaptation Plan Chapter**

#### **Specific Issues to Consider:**

- Water: Produce own
- Power: Alternative Energy, Energy efficiency, Burying Electric lines

#### **Potential Priority Projects:**

- Power: 100% Renewable
- Toilet to Tap (Reverse Osmosis)
- Lateral Line breakage
- Facilities for Electric Vehicles
- Mt Trashmore Waste to Energy

### **Environmental Adaptation Plan Chapter**

#### **Specific Issues to Consider:**

- Wetlands storage / Green Infrastructure
- Living Shorelines
- Cisterns as Stormwater Storage
- Coral/Seagrass/Mangrove/Dune Restoration
- Heat Islands
- Endocrine Disrupters

#### **Potential Priority Projects:**

- Living Shorelines: South Roosevelt, WWTP
- Funding: Pervious Fees
- Triple Restoration
- Mt Trashmore
- Tree Canopy Restoration

### **Land Use & Code Adaptation Plan Chapter**

#### **Specific Issues to Consider:**

- Adaptation Action Areas / Recovery Zones
- Future Land Use Maps / Redevelopment Patterns
- Post Disaster Building / Quality of Reconstruction
- Use of Alleyways

#### **Potential Priority Projects:**

- Adaptation Action Areas
- Voluntary buyouts for Green/Blue Corridors

### **Economic Adaptation Plan Chapter**

#### **Specific Issues to Consider:**

- Private Sector as ESF (Emergency Support Function)
- Business credentialing for early return
- Diversification
- Telecommuting
- Property ownership
- Workforce Retention
- Future as Venice

#### **Potential Priority Projects:**

- Private Sector ESF
- Robust Internet – Smart City
- Incubators
- Mixed Use Plazas = New Economic Area Development?
- Business Resiliency Training/Certification
- Marinas/Ports

## **Health and Equity Adaptation Plan Chapter**

### **Specific Issues to Consider:**

- Health and Human Services: Telehealth, Behavioral, childcare,
- Environmental Exposures: lead, mold, disrepairs, building materials
- Social Health: communications, cohesion, quality housing, green space, noise.
- Renewable Energy (meds, fresh food) LiHEAP, WAP
- Active Living: Physical activity, multimodality, safety.
- Healthy Eating: food access, gardens, clean water (cisterns)

### **Potential Priority Projects:**

- Trailer Parks
- Resilience Hubs
- Home inspections and repairs (WAP)
- Revolving Loan Fund
- Community Gardens

## APPENDIX D – RESILIENT FLORIDA PROGRAM’S EXIHIBIT I GIS DATA STANDARDS

Pursuant to section 380.093 (3)(c), Florida Statutes, grantees who receive funding to complete a vulnerability assessment shall submit to the Florida Department of Environmental Protection (DEP) all electronic mapping data used to illustrate the flooding and sea level rise impacts identified in the assessment. The grantees shall also submit the associated metadata for each geospatial item. These items must be compatible with DEP’s Geographic Information System (GIS) infrastructure and tools and mapping coordinate reference systems. To aid in the compliance with this requirement, the following list has been compiled of acceptable digital data formats, metadata standards and required mapping datums.

### Digital File Formats:

- Vector Data Formats
  - File Geodatabase Feature Class – Feature classes are homogeneous collections of common features, each having the same spatial representation, and containing both the geometric shape of each feature as well as descriptive attributes. Feature classes can only be stored inside a geodatabase. This is an Esri proprietary format.
  - Shapefile – A shapefile is a vector data storage format that stores the location, shape, and attributes of geographic features with the same geometry type and the same spatial reference. This is an Esri proprietary format.
  - KML – is an XML notation for expressing geographic annotation and visualization within two-dimensional maps and three-dimensional Earth browsers, initially developed for use with Google Earth. This in an open standard format.
  - GeoJSON – GeoJSON is a geospatial data interchange format designed to represent simple geographic features and their nonspatial attributes, based on JavaScript Object Notation (JSON). This in an open standard format.
- Raster Data Formats:
  - File Geodatabase Raster – Native data model for storing raster datasets inside a geodatabase. This is an Esri proprietary format.
  - TIFF/GeoTIFF – A TIFF is an image file format for storing raster graphic images. GeoTIFF is a is a metadata standard which allows georeferencing information to be embedded within a TIFF raster file. These are open standard formats.
  - Other – For a more detailed list of acceptable raster formats, please see Supported Raster Formats reference link.
- Data Package Formats:
  - Esri Project Package – A project package is a file that contains all maps and the data referenced by its layers, as well as folder connections, toolboxes, geoprocessing history, and attachments. This is an Esri proprietary format.
  - OGC GeoPackage – A GeoPackage is a platform-independent and standards-based data format for transferring geospatial information, implemented as an SQLite database container. This in an open standard format.

### Datums and Coordinate Reference Systems:

- Geospatial data shall be delivered projected into the appropriate Florida State Plane Coordinate System.
- Horizontal Datum: North American Datum of 1983 with 1990 Adjustments (NAD83/90), or later.
- Vertical Datum: North American Vertical Datum of 1988 (NAVD88).

## Metadata Standards:

- Metadata shall be compliant with the Content Standard for Digital Geospatial Metadata (CSDGM) developed by the Federal Geographic Data Committee (FGDC). Acceptable formats are:
  - File Geodatabase FGDC-CSDGM Metadata – format for creating and editing the metadata of Esri items. The metadata is embedded in the item it describes. This is an Esri proprietary format.
  - XML – Extensible Markup Language (XML) is a markup language and file format for storing, transmitting, and reconstructing arbitrary data. This in an open standard format.
- The Department encourages metadata to include the following information, as applicable:
  - Title – Name for the dataset.
  - Summary – Short summary of what the dataset represents.
  - Description – Basic information about the dataset and its purpose.
  - Process Summary – Steps in creating the dataset or layer.
  - Dates of Data Collection – Collection date of the dataset.
  - Date of Publication – Date of publishing or last update of the dataset.
  - Contact Person – Person responsible of the maintenance of the dataset.
  - Credits – Person or entity responsible for the compiling the dataset.
  - Use Limitation – Restrictions or legal prerequisites to using the dataset.

## Critical Assets Attributes

- To standardize information for all the critical assets across the state, delivered critical asset datasets should have following attributes, as applicable:
  - Entity Name – Name of entity (i.e., County, city, local government, etc).
  - Asset Name – Asset label or description (i.e., hydrant, stormwater pipe, cell tower, etc).
  - Asset Type – Statutory asset type (i.e., airports, bridges, roadways, marinas, etc).
  - Asset Class – Statutory asset group (i.e., transportation and evacuation route, critical infrastructure, critical community and emergency facilities, etc).
  - Asset Owner/Operator – The owner or maintainer of the asset.
  - Asset Elevation – Elevation of the asset.
  - Asset Size/Capacity Data (i.e., capacity for wastewater facilities, acres, etc.)
  - Asset Unique ID – Unique identifier of the asset.
- Pursuant to 380.093(2) Definitions, Asset Type refers to the individual asset, and Asset Class refers to the broader asset category. See classification table below:

Asset Type	Asset Class
Airports	Transportation and Evacuation Routes
Bridges	Transportation and Evacuation Routes
Bus	Transportation and Evacuation Routes
Ports	Transportation and Evacuation Routes
Major Roadways	Transportation and Evacuation Routes
Marinas	Transportation and Evacuation Routes
Rail	Transportation and Evacuation Routes
Railroad Bridges	Transportation and Evacuation Routes
Wastewater Treatment Facilities and Lift Stations	Critical Infrastructure
Stormwater Treatment Facilities and Pump Stations	Critical Infrastructure
Drinking Water Facilities	Critical Infrastructure
Water Utility Conveyance Systems	Critical Infrastructure
Electric Production and Supply Facilities	Critical Infrastructure
Solid and Hazardous Waste Facilities	Critical Infrastructure

Military Installations	Critical Infrastructure
Communications Facilities	Critical Infrastructure
Disaster Debris Management Sites	Critical Infrastructure
Schools	Critical Community & Emergency Facilities
Colleges and Universities	Critical Community & Emergency Facilities
Community Centers	Critical Community & Emergency Facilities
Correctional Facilities	Critical Community & Emergency Facilities
Disaster Recovery Centers	Critical Community & Emergency Facilities
Emergency Medical Service Facilities	Critical Community & Emergency Facilities
Emergency Operation Centers	Critical Community & Emergency Facilities
Fire Stations	Critical Community & Emergency Facilities
Health Care Facilities	Critical Community & Emergency Facilities
Hospitals	Critical Community & Emergency Facilities
Law Enforcement Facilities	Critical Community & Emergency Facilities
Local Government Facilities	Critical Community & Emergency Facilities
Logistical Staging Areas	Critical Community & Emergency Facilities
Affordable Public Housing	Critical Community & Emergency Facilities
Risk Shelter Inventory	Critical Community & Emergency Facilities
State Government Facilities	Critical Community & Emergency Facilities
Conservation Lands	Natural, Cultural, and Historical Resource
Parks	Natural, Cultural, and Historical Resource
Shorelines	Natural, Cultural, and Historical Resource
Surface Waters	Natural, Cultural, and Historical Resource
Wetlands	Natural, Cultural, and Historical Resource
Historical and Cultural Assets	Natural, Cultural, and Historical Resource

## References:

- Esri, File Geodatabases: <https://pro.arcgis.com/en/pro-app/latest/help/data/geodatabases/manage-file-gdb/file-geodatabases.htm>
- Esri, Feature Classes: <https://pro.arcgis.com/en/pro-app/latest/help/data/feature-classes/feature-classes.htm>
- Esri, Shapefiles in ArcGIS Pro: <https://pro.arcgis.com/en/pro-app/latest/help/data/shapefiles/working-with-shapefiles-in-arcgis-pro.htm>
- Open Geospatial Consortium, OGC KML Standard: <https://www.ogc.org/standards/kml>
- GeoJSON, GeoJSON: <https://geojson.org/>
- Esri, Supported Raster Formats: <https://pro.arcgis.com/en/pro-app/latest/help/data/imagery/supported-raster-dataset-file-formats.htm>
- Open Geospatial Consortium, OGC GeoTIFF Standard: <https://www.ogc.org/standards/geotiff>
- Esri, Share a Project Package: <https://pro.arcgis.com/en/pro-app/latest/help/sharing/overview/project-package.htm>
- Open Geospatial Consortium, OGC GeoPackage Encoding Standard: <https://www.ogc.org/standards/geopackage>
- Federal Geographic Data Committee, Content Standard for Digital Geospatial Metadata: <https://www.fgdc.gov/metadata/csdgm-standard>
- Esri, Create FGDC CSDGM Metadata: <https://pro.arcgis.com/en/pro-app/latest/help/metadata/create-fgdc-csdgm-metadata.htm>

APPENDIX E – VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

*Required for all grant agreements.*

DEP Agreement Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Grantee: \_\_\_\_\_

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By signing this Vulnerability Assessment Compliance Checklist Certification (hereinafter “Checklist Certification”) the Grantee certifies that, upon execution of the Agreement, it will have reviewed the statutory requirements for vulnerability assessments in subsection 380.093(3), F.S., and provided this signed Checklist Certification to the Department, which gives the Department of Environmental Protection (Department) partial assurance that any and all vulnerability assessments the Grantee may utilize for its individual project will adhere to the relevant statutory requirements in subsection 380.093(3), F.S., regardless of the party actually completing the work (e.g., subcontractors).

To give the Department the remaining assurance it requires, the Grantee also certifies that it will deliver a fully completed and signed Vulnerability Assessment Compliance Checklist to the Department, in the form included in this exhibit, at a yet-to-be-determined time mutually agreed upon by both parties to this Agreement but prior to close out of the Grantee’s individual project. The completed Vulnerability Assessment Compliance Checklist and this Checklist Certification will be joined and attached to the Agreement together as a single “Exhibit I.”

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By signing below, I certify on behalf of the Grantee that the Grantee or its designee(s) will have reviewed the statutory requirements in subsection 380.093(3), F.S., prior to execution of the Agreement. I further certify on behalf of the Grantee that, prior to close out of the grant, either myself or the Grantee’s designated grant manager will provide to the Department a Vulnerability Assessment Compliance Checklist form that has been fully completed in the manner described in this Checklist Certification.

\_\_\_\_\_  
Grantee's Grant Manager Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST**

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department’s GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-datastandards>

**Part 1 – Subparagraph 380.093(3)(c)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a.	<input type="checkbox"/>	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department’s GIS Data Standards and include the following three (3) items:			
b.	<input type="checkbox"/>	Geospatial data in an electronic file format.	
c.	<input type="checkbox"/>	GIS metadata.	
d.	<input type="checkbox"/>	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

**Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e.	<input type="checkbox"/>	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. <input type="checkbox"/> Not applicable <input type="checkbox"/> Already in compliance	
f.	<input type="checkbox"/>	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g.	<input type="checkbox"/>	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. (optional)	
h.	<input type="checkbox"/>	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (check one) <input type="checkbox"/> NOAA data <input type="checkbox"/> FEMA data	
i.	<input type="checkbox"/>	Initial storm surge event equals or exceeds current 100-year flood event.	
j.	<input type="checkbox"/>	Higher frequency storm analyzed for exposure of a critical asset. (optional, but must provide additional detail if included)	
k.	<input type="checkbox"/>	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. (required if item e is not applicable)	

l.	<input type="checkbox"/>	Future boundary conditions have been modified to consider sea level rise and high tide conditions. (optional)	
m.	<input type="checkbox"/>	Depth of rainfall-induced flooding for 100-year storm and 500- year storm event. (required if item e is not applicable)	
n.	<input type="checkbox"/>	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. (optional)	

**Part 3 – Subparagraph 380.093(3)(d)3., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o.	<input type="checkbox"/>	All analyses performed in North American Vertical Datum of 1988.	
p.	<input type="checkbox"/>	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate high sea level rise projections.	
q.	<input type="checkbox"/>	Includes at least two planning horizons, which must include years 2040 and 2070.	
r.	<input type="checkbox"/>	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s.	<input type="checkbox"/>	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level (if so, provide Department approval).	

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

\_\_\_\_\_  
Grantee's Grant Manager Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date