

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

**RS&H, INC**

**for**

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**RFP # FY 2015-2016-024  
Development of a Sustainability Action Plan**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

RS&H, Inc., a Florida corporation, hereinafter referred to as "CONSULTANT." (RS&H, Inc.)

WHEREAS at the March 1, 2017 City Commission Meeting the City Commission adopted Resolution No. 2017-23 awarded through RFP #FY 2015-2016-024: authorizing the City Manager to execute an agreement with RS&H, Inc. for the development of a Sustainability Action Plan.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

#### **ARTICLE 1**

##### **TERM**

1. The term of this Agreement shall begin on the date it is fully executed by the last signing party and shall end per outlined in Exhibit 1 provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
2. At the March 1, 2017 City Commission Meeting the City Commission adopted Resolution # 2017-23 awarded through RFP # FY 2015-2016-024 (Development of a Sustainability Action Plan). The Contract value per Resolution # 2017-23 shall not exceed seventy thousand dollars (\$70,000).

#### **ARTICLE 2**

##### **SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has employed the CONSULTANT to complete all items included in Exhibit 1. The services to be provided include the scope of work in RFP # FY 2015-2016-024 – Development of a Sustainability Action Plan, which is hereby incorporated and made part of this agreement by reference and the Proposal submitted by CONSULTANT, which is hereby

incorporated and made part of this Agreement by reference.

**ARTICLE 3**  
**INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CITY, its officers, agents, servants and employees against all claims, losses, liabilities, and expenditures, including reasonable attorneys' fees, court costs, and related expense and defense costs, to the extent caused by the CONSULTANT's, its sub-consultants, employees, agents, servants, or officers, breach of its professional duties under this Agreement or negligent performance of professional services under this Agreement. The CONSULTANT shall not be obligated to indemnify the CITY for the CITY's own negligence.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless and with consultation with the City Attorney select an Attorney to defend the City, its officers, agents, servants and employees against all claims, losses, liabilities, and expenditures, including reasonable attorneys' fees, court costs, and related expense and defense costs, to the extent caused by the CONSULTANT'S, its sub-consultant's, employees, agents, servants, or officers, breach of its professional duties under this Agreement or negligent performance of professional services under this Agreement. The CONSULTANT, shall not be obligated to indemnify the CITY for the CITY's own negligence. In the event that any action or proceeding is brought against the CITY by reason of any such claim or demand arising under this Article, CONSULTANT, upon written notice from CITY, shall defend such action or proceeding.

To the extent considered necessary by the City Attorney, any sums due to CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

In the event that any action or proceeding is brought by CONSULTANT against CITY, CONSULTANT hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONSULTANT acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

**ARTICLE 4**  
**PERSONNEL**

**4.1 Competence of Staff.** The CONSULTANT agrees to provide and assign the following employee(s) to this Agreement:

**Project Team Members by Role**

<b>Role</b>	<b>Team Member</b>
<b>Project Manager</b>	Ben Moore, AICP, LEED O+M, GPCP
<b>Assistant Project Manager</b>	Nathan Stinnette, ISSP-CSP, ENV-SP
<b>Project Director, QA/QC Officer</b>	Mike McCarthy, PG, MBA, LEED AP
<b>Project Officer</b>	Paul Hutchins, PhD, PE, CEM, LEED AP
<b>Energy/Water Efficiency &amp; Renewables</b>	William Todd, PE, CEM, LEED AP Timothy Whitley, PE, CxA, CCP LEED AP
<b>Sustainability Policies &amp; Planning</b>	Ben Moore, AICP, LEED O+M, GPCP Nathan Stinnette, ISSP-CSP, ENV-SP
<b>Transportation &amp; Mobility Planning</b>	Robert Palmer, AICP Cheryl Freeman, PE
<b>Waste Reduction</b>	Ben Chandler, PG, LEED AP Kimberly Baier, LEED AP
<b>Resilience &amp; Climate Adaptation</b>	Brian Batten, PhD, CFM* Chris Zambito, CFM*
<b>Education, Outreach, &amp; Website</b>	Ben Moore, AICP, LEED O+M, GPCP Mike McCarthy, PG, MBA, LEED AP Thomas Wilson

\*Dewberry Consultants, LLC

## INSURANCE REQUIREMENTS

### PROFESSIONAL SERVICES AGREEMENT

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Professional Errors & Omissions Liability**. Contractor agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate... The Contractor agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

**Additional Insured** Contractor agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners, Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**Waiver of Subrogation** Contractor agrees by entering into this contract to a *Waiver of Subrogation* for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverage's, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability;

however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

## **ARTICLE 6** **COMPENSATION**

6.1 CITY agrees to pay CONSULTANT, in the manner specified in Section 6.2, the total amount of seventy thousand dollars (\$70,000) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONSULTANT to reimburse its expenses.

### **6.2 METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. Payment will be made via check and will be mailed or available for pickup.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONSULTANT at:

RS&H, Inc.  
P.O. Box 4850  
Jacksonville, FL 32201

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## ARTICLE 7

### TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager



deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience, and that CONSULTANT shall not be entitled to any consequential damages or loss of profits.

**ARTICLE 8**  
**MISCELLANEOUS**

**8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

**8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form

within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subcontractors 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, Florida Statutes, as may be amended from time to time, 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 and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. 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.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to the Agreement, contact the custodian of public records at [City\\_Clerk\\_Office@hallandalebeachfl.gov](mailto:City_Clerk_Office@hallandalebeachfl.gov); City of Hallandale Beach, City Hall, 400 South Federal Highway, Hallandale Beach, FL 33009, 954-457-1340.

### 8.3 **PUBLIC ENTITY CRIME ACT**

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a 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 CONSULTANT, 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, as may be amended from time to time, 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 by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it 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.

#### 8.4 **INDEPENDENT CONSULTANT**

CONSULTANT is an independent CONSULTANT under this Agreement. In providing the services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

#### 8.5 **THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intends to directly or substantially 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 right or claim against either of them based upon this Agreement.

#### 8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**

Roger Carlton  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**

Steven Parkinson  
Attn: Department of Public Works  
630 NW 2<sup>nd</sup> Street  
Hallandale Beach, FL 33009

**And:**

Jennifer Merino  
400 South Federal Highway  
Hallandale Beach, FL 33009

**Consultant:**

Ben Moore  
10748 Deerwood Park Boulevard South  
Jacksonville, FL 32256

## 8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or any right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

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 comparable to the best local and national standards.

## 8.8 **CONFLICTS**

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 and care related to its performance under this Agreement.

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure 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.

8.10 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event 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. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **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 Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and

incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit 1 is incorporated into and made a part of this Agreement.

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.



8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**ARTICLE 9**

**NONDISCRIMINATION, EQUAL OPPORTUNITY  
AND AMERICANS WITH DISABILITIES ACT**

9.1 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of 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.

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 (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which 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, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. 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 or employment, training (including apprenticeship, and accessibility).

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. 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 apprenticeship), and accessibility.

CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## 9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

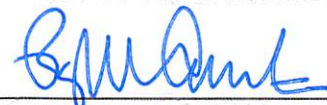
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 1st day of March, 2017, and RS&H INC., signing by and through its EVP duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

  
\_\_\_\_\_  
CITY CLERK

By   
\_\_\_\_\_  
Roger M. Carlton, City Manager

Approved as to legal sufficiency and form by  
CITY ATTORNEY

  
\_\_\_\_\_  
Jennifer Merino, City Attorney

CONSULTANT MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Agreement, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONSULTANT

ATTEST:

RS&H, Inc.  
\_\_\_\_\_  
(Name of Corporation)

[Signature]  
\_\_\_\_\_  
(Secretary)

By [Signature]  
\_\_\_\_\_  
(Signature and Title)  
John Bottaro, Executive Vice President



(Corporate Seal)

E. HOUS GRAVES  
\_\_\_\_\_  
(Type Name and Title Signed Above)

5 Day of MAY, 2017.

(If not incorporated sign below).

CONSULTANT

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**

*CITY OF HALLANDALE BEACH  
SUSTAINABILITY ACTION PLAN  
AGREEMENT  
EXHIBIT 1*

# BACKGROUND

## INTRODUCTION

The City of Hallandale Beach is a vibrant coastal community located in the southeast corner of Broward County on the Atlantic Ocean. The City encompasses 4.4 square miles and has a population of 38,273 residents. The City demographics continue to change as younger families move to Hallandale Beach for its location and quality of life attributes. Tourism plays an important role in the City's economy, as the population during the peak winter season increases to 50,000 within the City. Home to 11 state of the art parks, including two beach parks and two gaming venues, the City hosts visitors year round.

Prior to hiring a Green Initiatives Coordinator ("GIC") during the summer of 2015, the City of Hallandale Beach's Green Initiatives Program historically focused upon water conservation. The GIC expanded the scope of the Program to include: energy conservation, waste reduction, public education via workshops and the quarterly Green Initiatives Newsletter, internal training programs, a sustainability website, Green Initiatives branding and long-range planning.

Many of the program areas included in this expanded scope are now entering the early implementation phase. The long-term success of sustainability in the City will in large part be due to the Sustainability Action Plan that will be developed as is described in this Scope of Work.

This scope of work will lead to the creation of a cutting edge comprehensive five (5) year Sustainability Action Plan through the preparation of innovative strategies, policies, and tools aimed at creating sustainable initiatives, reducing waste generation, increasing energy and water efficiency, educating the community, promoting resource conservation, developing climate resiliency strategies, and reducing greenhouse gas (GHG) emissions city wide. The City has selected RS&H in order to lead the SAP development process, as a result of RFP #FY2015-2016-024.

The primary point of contact for RS&H, Inc. ("The Consultant") will be the GIC. The GIC will facilitate the Consultant's communication with the City Manager, the City Commission, other representatives of City departments, community advocacy groups, volunteers from the community, and utilities providers to complete this scope of work.

## PURPOSE

The SAP will serve as the foundation for guiding the City's efforts to meet its sustainability objectives and provide a set of tangible documents that can be used to:

1. Highlight the City's sustainability initiatives,
2. Demonstrate the City's commitment to sustainability,
3. Support funding requests,
4. Educate and inform the community, and
5. Create a measurable set of goals against which progress can be established.

The primary project objectives are to:

1. Provide a 5-year blueprint for public and private sector decision-making that tangibly and measurably advances the City in its pursuit of holistic sustainability and quality of life, and
2. Create a Sustainability Action Plan that will be a collective list of a vision statement, goals, objectives and incrementally building policies and initiatives and an implementation plan based on a 5-year planning and implementation time horizon.

## PROJECT COMPONENTS

### 1. Project Management

Meet (may be via phone/email) with the City's project team as often as needed to coordinate data needs, access staff expertise, and ensure full understanding and agreement on scope specifications, including desired deliverable formats. Conduct meetings/presentations as detailed in the below tasks with City Commission, City administration, City staff, and community stakeholders (two (2) meetings, one (1) in the East section of the City and one (1) in the West).

### 2. Data collection, existing conditions analysis, trend analysis

- a) Comprehensive assessment of energy use for all City owned facilities and/or operations
- b) Comprehensive water consumption assessment for all City owned facilities and/or operations
- c) Comprehensive waste production and recycling assessment for all City owned facilities
- d) A fuel consumption assessment of the City's fleet, including Community Bus system
- e) An inventory of areas in the City vulnerable to sea level rise and impacts of climate change

Furthermore, the Consultant will engage and collect information from pertinent projects being completed by other consultants working under contract with the City of Hallandale Beach (Ex: Kessler Consulting Inc. and Solid Waste System Strategic Plan). The Consultant will also review and become familiar with existing City planning documents in order to ensure consistency and identify opportunities for integration (Ex: Strategic Plan, Mobility Plan, Comprehensive Plan) as well as relevant county and regional documents (Ex: Southeast Florida Regional Climate Change Compact's Regional Climate Action Plan).

The Consultant will also review relevant aspects of the City's Code of Ordinances as it relates to sustainability (Ex: Green Building Code) in order to recommend improvements in terms of content, enforceability and efficiency.

### Engage Citizens and Businesses

Outline steps to build additional stakeholder support via coordination and collaboration with City staff/officials, participating agencies and the public throughout the project to ensure support and acceptance of preferred alternatives and policy documents by the public, City Commission and other reviewing agencies. Duties will include coordination with county and regional partners as required to acquire available data, identify best practices and contribute to citywide initiatives. Two (2) public meetings shall be held in Hallandale Beach, one in the East section of the City and one in the West. The

GIC will organize these meetings, including meeting logistics and the Consultant will provide expertise in facilitation and content dissemination. City facilities may be used if available.

#### Sustainability Action Plan

Develop internal and external strategies relative to a SAP that will be developed and prioritized by the City project team and via stakeholder engagement and presented to the City Commission. Subject areas include:

- a. A business case for renewable power generation, energy efficiency and energy conservation that makes economic sense and is realistically financeable.
- b. Energy and resource efficient land use patterns and redevelopment policies, including green building and low impact development strategies.
- c. Water conservation, including alternative water sources (rainwater harvesting, condensate collection, etc.).
- d. Landscaping (i.e. irrigation, native/drought resistant plants, maintenance practices, pesticides/fertilizers, etc.).
- e. Transportation measures to reduce emissions associated with vehicle miles traveled, including transportation demand management, increased street and mode connectivity, complete streets, and multimodal mobility planning that places emphasis on public transportation systems. Strategies related to this focus area should be associated with and function within the City's recently completed Complete Streets Basis of Design Report and Mobility Study
- f. Housing, including energy efficient design and construction of new housing, and use of renewable resources consistent with Florida Building Construction Standards.
- g. Environmentally responsible materials/waste reduction and recycling within the community and City government, with a focus on employing principles related to Sustainable Materials Management.
- h. Green purchasing and cleaning products.
- i. Natural resources conservation that considers green space access, tree canopy, and habitat preservation.
- j. Locally- based, sustainable food production to enhance economic, environmental and social health in the community. This focus area should be associated with and function within the City's Community Garden.
- k. Employee education and awareness.
- l. Future opportunities for community education and outreach.
- m. External funding to implement SAP strategies and capital improvements.
- n. Planning for climate resiliency that will allow the City to plan for climate threats, assess vulnerability and risks, investigate adaptation/mitigation options and prioritize and take action. Consultant will utilize information from recently completed Resilience Dialogues (White House Office of Science and Technology Policy program) to help inform SAP.
- o. Qualitative assessment of relative contribution of focus areas to the City and Community's greenhouse gas emissions

These subject areas will be categorized into the following Focus Areas:



1. Resource Conservation and Efficiency
2. Materials Minimization and Recycling (with a focus on promoting Sustainable Materials Management principles)
3. Land Use and Transportation
4. Natural Resources and Resiliency
5. Education and Outreach
6. Funding and Evaluation

## *SCOPE OF SERVICES*

The Consultant will assist the City with building on and moving forward with what has already been accomplished and established as sustainability initiatives. The Consultant's primary point of contact will be the GIC. The GIC will facilitate communication with the City Manager, City Commission, other representatives of City departments, volunteers from the community, other governmental agencies, members of the business community and utilities providers to complete the scope of work. The Consultant will assist the City in creating a package of strategies to meet the established goals and objectives in each of the six (6) focus areas. The Consultant will analyze and prioritize initiatives that effectively and efficiently meet the overall purpose of the SAP. These prioritized actions shall be linked to a yearly cost to the City (and if applicable, a yearly cost to non-city entities) per project, along with estimated returns on investment and staff resources to be dedicated.

The Consultant should possess a comprehensive knowledge of best practices and have the technical means to develop the requisite metrics for measuring and reporting performance of the strategies (environmental and financial savings) that result from implementation of the plan.

### **CORE SERVICES**

Development of the SAP will involve the following Core Services:

1. Collaboration with City staff and stakeholders,
2. Creating preliminary sustainable policies, initiatives and strategies,
3. Providing a detailed implementation strategy and timeline,
4. Public meeting presentations and input solicitation,
5. Developing a process to quantitatively measure performance and yearly progress and an outreach strategy to convey this information,
6. Developing a finalized Sustainability Action Plan, Executive Summary and concise public outreach summary, specifically suited to meet the needs of the City of Hallandale Beach for consideration by the City Commission.,
7. Develop graphic, website and social media content that fits within the City's overall brand. Final Action Plan documents should contain features designed to engage community members and may be disbursed via all city communication channels. This capability will be created in conjunction with the City's Chief Information Officer and GIC.

## TASKS

Project tasks associated with Core Services are as follows:

### Task 1: Kick-Off Meeting, Ongoing City Coordination and Capacity Building

- a) Kick-Off Meeting within first month of contract initiation. The kick-off meeting will be attended by the Consultant, GIC, staff from the City Manager's Office, Department Directors and members of the Interdepartmental Project Team. The Kick-Off Meeting will identify key sustainability issues to be addressed in the SAP, review available supporting data and information, review past, current and ongoing sustainability planning initiatives/projects and establish protocols for communication and shared responsibilities, including a discussion to identify stakeholder groups, and community participants as well as appropriate communication tools and strategies. Key staff that will provide specific expertise and insight into the various focus areas will be identified. Final report format and presentation format will also be discussed. The Consultant will prepare an agenda for and facilitate the Kick-Off Meeting. Directly after the Notice to Proceed and prior to the Kick-Off Meeting, the Consultant will prepare a comprehensive data request for the defined focus areas (Table 1 below). Data will be requested for 3 consecutive years, ending with the most recent 12 month period available. Thirty days (30) will be provided for the City to respond to the data request after the conclusion of the Kick-Off Meeting.
- b) Meetings with GIC, project team and staff. Following the Kick-off meeting, the Consultant will facilitate a discussion and interview members of an Interdepartmental Project Team, including the GIC, with the purpose of preliminarily identifying sustainability barriers and opportunities, including potential projects.

These meetings will clarify roles and responsibilities of individuals relative to the project focus areas. Before the meetings, City staff will identify the departments and associated personnel that can support initiatives in each of the focus areas. The Consultant will develop an agenda for staff meetings, along with focus area specific data requests (Task 1a above) that will be distributed to team members prior to the Kick-Off Meeting and thus, prior to team interviews.

The Consultant and GIC will also meet with each member of the City Commission separately in order to identify their goals for the SAP. If members of the Commission are not able to meet in person on the designated day, which may be separate from the above referenced Interdepartmental Project Team meetings, the Consultant will be available for individual teleconference calls with the GIC and Commission members.

- c) Site assessment. Following meetings (Task 1a and b), the Consultants will conduct a site assessment of the City's significant facilities and infrastructure including: utility infrastructure, parks, fire stations, the Public Works compound and water treatment plant, and the City Hall compound. The Consultant will provide a list of goals, outcomes and questions to the GIC for each stop included in the site assessment prior to the walkthrough in order to facilitate a meaningful and efficient dialogue. The GIC will schedule the assessment to occur the day following the Kick-Off and Interdepartmental Project Team meetings.
- d) Progress reporting. Minimum of at least bi-weekly calls with Project Manager and written monthly progress briefing to accompany invoice using a "stoplight" format, with descriptions of barriers to progress as needed.
- e) Final presentation of the SAP to the City Commission
- f) Coordination and communication with sub-consultant, Dewberry Consultants, as necessary. Dewberry Consultants will offer expertise regarding climate vulnerability and adaptation assessment as necessary.

**Task 2: Communications Strategy**

- a) Brainstorming Session/s on Communications Strategy via conference call/s in conjunction with GIC and City Chief Information Officer
- b) Communications Strategy including approach to branding, web and Public Outreach Strategies will be developed by Consultant with the objective of increasing transparency and awareness within City government operations and the city as a whole. The key messages and target audiences will be identified as part of the development of the SAP.
- c) Branding and digital content based on Tasks 2a and 2b above. Media formats to be identified will include web pages, social media posts, short video clips, press releases, articles and audio content. GIC will be responsible for uploading documents to web. The Consultant will develop outreach material for the Public Workshops and the GIC will distribute the information via any of the City communication channels.

**Task 3: Baseline Assessment/Gap Assessment**

**a. Identification of Data Sources and Data Needs (Gap Analysis).**

RS&H will issue a data request to the City based on the following focus areas after receiving the Notice to Proceed and prior to the Kick-Off Meeting. The City will have thirty (30) days to respond to the data request after the conclusion of the Kick-Off Meeting.

The following table provides a breakdown of the Focus Areas as well as data needed for each:

**TABLE 1: FOCUS AREA AND PRELIMINARY DATA NEEDS**

Focus Area	Data Needed Pertaining To:
Resource Conservation and Efficiency	Energy Use Fuel Use Water Use Alternative Water Use Green Purchasing Green Cleaning Products Low Impact Design
Materials Minimization and Recycling	Waste Generation Waste Diversion Waste Reduction Programs Waste Repurposing, Recycling and Recovery
Land Use and Transportation	Natural Area Preservation Open Spaces, Parks and Recreation Land Use Regulation Green Building Code Development and Redevelopment Transportation Patterns
Natural Resources and Resiliency	Water Use Community Rating System (FEMA) Historically Vulnerable Areas (Flooding and Shoreline Erosion) Storm Surge and Evacuation Storm Event and SLR Projections Infrastructure and Natural Resource Resiliency Status
Education and Outreach	Audience Message Content Media Tools
Funding and Evaluation	

The GIC will serve as a single point of contact responsible for collecting all requested data and forwarding it to the Consultant’s Project Manager, Ben Moore. The Consultant will prepare written data requests for information held by external organizations, such as Florida Power and Light, waste services vendors and others, to be submitted by the City on its letterhead. The Consultant prefers that all data will be provided as requested in a fully and directly editable format compatible with common spreadsheet and database tools such as Microsoft Excel and Access. However, the City will provide information in the format that is available.

The project timeline is contingent on the Consultant receiving necessary data from the City within a reasonable period of thirty (30) days from the Kick-Off Meeting. The Consultant will follow-up with the

GIC regularly to obtain the needed information after which the data collection period will end. After the close of the data collection period, the Consultant will provide a Data Gap Analysis Memorandum. The memo will document the processes, tools and analyses the City currently uses to generate and track its sustainability metrics. The Consultant will identify key metrics not currently collected and any barriers that prevent collection. This information will be used to recommend a data collection, tracking and reporting framework for the City.

**b. Baseline Assessment**

The Consultant will assess collected data to characterize existing conditions, including existing sustainability and climate initiatives. The assessment will include quantitative and qualitative data for the City's focus areas that is directly or indirectly under the City's operational control. The Consultant prefers that data will be available at the end-use level (e.g. by building, by vehicle), relevant detailed end use characteristics will also be available (e.g. building floor area, vehicle make and model, etc.), and that at least three years of complete data records will be available. However, the City will provide information in the format that is available.

Data will be summarized in charts and graphs accompanied by brief explanatory text that at minimum (subject to availability of data) defines historical performance; cross-tabulates performance by operationally meaningful units; normalizes performance to facilitate comparisons between and within operational boundaries.

**c. Benchmarking and Analysis**

The consultant will benchmark baseline performance against three peer municipalities identified in collaboration with the GIC. The Consultant will analyze benchmarking results to develop recommendations for sustainability goals, programs, projects and policies.

**d. Integration of existing initiatives into STAR Community rating System's Self-Assessment Checklist and Tool**

The STAR Community Rating System ("STAR") is the nation's first voluntary, self-reporting framework for evaluating, quantifying, and improving the livability and sustainability of U.S. communities. The framework includes social, economic and environmental dimensions of community. In collaboration with the GIC, the Consultant shall use STAR, or other appropriate method, as the method to determine an initial "rating" to establish a baseline that the City shall improve upon. The Consultant shall collect and input data for the focus areas identified above into the STAR Self-Assessment Checklist. The GIC, facilitated by guidance from the Consultant, shall address the remaining components of STAR.

STAR is an online system that gathers, organizes, analyzes, and presents information required to meet sustainability goals. It is premised on a framework of sustainability goals, objectives and evaluation measures. Local leaders can set goals and measure progress across sustainability themes using the evaluation measures included in the Rating System. A community can address all or some of the Goals and Objectives and determine if there are additional outcomes to measure.

Within the Goals and Objectives specific performance measures are included such as regulatory changes, land acquisitions, new policies or plans created or something as specific as increasing access to transit.

The Consultant shall include a STAR subscription into this scope of work, as necessary to complete the tasks described herein, and will use the process as a performance management tool for the SAP. The Team is open to other methodologies for performance monitoring and tracking, but recommends consideration of STAR because of the support the organization provides and the uniformity of the rating approach.

#### Task 4: Solutions Memo

The consultant will prepare a solutions memorandum detailing the results of Tasks 1, 2 and 3, supplemented by its experience and expertise identifying, planning, designing and ensuring the quality of sustainability projects. The memo will include a catalogue of potential projects corresponding to the City's focus areas. For each project, the memo will define the project intent, scope, life, notional yearly cost/benefit per project, and guiding assumptions.

Based on the potential of these projects, the Consultant will provide preliminary recommendations on goals, funding, education and outreach and monitoring and continual improvement.

The memo will be provided to the City in an editable PDF format and the City will have 5 calendar days to provide edits to the Consultant.

#### Task 5.0: Strategy Development, Performance and Monitoring

##### **a. Collaborative Workshop**

The GIC, with guidance from the Consultant, shall organize and provide logistics for a workshop attended by the City's Interdepartmental Project Team. The Consultant will facilitate the Workshop. The Workshop will take place during 2 consecutive half day sessions. The Objectives of this workshop shall include:

- Reviewing, calibrating and building on the results of the Solutions Memo,
- Defining the City's sustainability vision via a series of participatory self-assessment techniques (strengths, weaknesses, opportunities, threats analysis etc.),
- Establishing goals for each focus area using backcasting techniques and identify strategies for reaching goals,
- Refining a portfolio of potential sustainability initiatives for each focus area, including selection of projects that will be assessed in further detail in the SAP.

The workshop will utilize facilitation techniques to elicit full participation from the City Interdepartmental Project Team and incorporate their experience and expertise into the SAP to the greatest extent possible. During the workshop, the Consultant shall provide the Team with hands on experience with the processes and tools used to develop a project-driven sustainability plan so that the City's capacity for managing a system of continual sustainability improvement is developed.

##### **b. Public Workshops- East and West section of City (2 total)**

Public involvement is key to the successful creation and implementation of the SAP.

The Consultant will facilitate two public workshops following the Collaborative Workshop. The GIC will take the lead in organizing these meetings. As described in Task 2, the Consultant will create outreach flyers for the workshops, which the GIC will distribute in hard copy and electronic formats. During the workshops, attendees shall be briefed on the Solutions Memo as well as the City's preliminary sustainability vision, project portfolio and goals. The Consultant shall use participatory techniques to obtain feedback on the following elements:

- Obtaining input on the project solutions presented in the Solutions memorandum and those developed during the Collaborative Workshop with staff.
- Identifying additional projects that they would like considered for the Sustainability Action Plan.
- Obtaining input on the City's Sustainability vision and associated goals to achieve that vision.

The Workshop process should be participatory and include the opportunity for feedback, input and comments from key stakeholders in the community. The structure and function of the Community Workshop will be mirrored in an engaging website/survey designed to solicit input from stakeholders unable to attend the workshop.

#### **c. Sustainability Management System**

The Consultant will work with the GIC to build on the Collaborative Workshop by establishing a sustainability management system at the City. Together, they shall establish the system by forming working groups based on the City's focus areas. Led by department heads or their assignees (e.g. members of the Interdepartmental Project Team that participate in Task 5a above), these groups will work with the GIC and the Consultant to learn more about how sustainability performance is baselined and benchmarked, how best management practices are identified, how BMPs are adapted to Hallandale Beach, how projects are developed and implemented and how projects are managed and their results tracked. Members of the team will be tasked with developing a suite of strategies for attaining the goals outlined in each of the focus areas.

This will occur through a series of weekly, teleconference meetings over the course of a month, facilitated by the Consultant's analytical and technical expertise. Teleconference calls will discuss focus-area specific solutions and focus on developing a suite of strategies for attaining focus area goals. During meetings, teams will review baseline data, scan BMPs and begin to develop or refine projects. The consultant will help teams identify barriers and solutions, quantify benefit and costs, review funding options and develop implementation strategies. Over time, projects will be readied for incorporation into both the SAP and the City's existing management processes.

#### **Task 6.0: Implementation Plan, Milestones and Schedule**

The SAP will focus on summarizing and communicating the City's sustainability objectives. The implementation strategy will serve as an Appendix to the SAP and focus on ensuring that its goals are accomplished in a transparent and efficient manner. The SAP's priority projects will be organized into a portfolio of solutions, prioritized by financial performance in a summary table with associated graphics. Furthermore, a one to two page "report card" will be prepared for each project. This report card will summarize the project name and objective, project management roles and responsibilities, contribution to

goals, costs and benefits, budget requirements and funding sources and schedule. An annual sustainability operating budget will be developed based on these projects.

Accompanying this 5-year implementation plan will be a discussion of barriers and recommended policy enhancements necessary to overcome them. Consultant will also recommend how the SAP may be integrated within other City plans, such as the Strategic Plan and Comprehensive Plan.

The implementation plan will also establish metrics for tracking and reporting on sustainability projects. The Consultant will work with the City's IT Department, as part of task 5c, in order to tailor a tracking and reporting system to the City's needs. In short the implementation plan will:

- a) Review Comprehensive Plan, Strategic Plan, Basis Of Design Report (BODR), Solid Waste System Strategic Plan, Parks Master Plan and relevant Code of Ordinances sections, as well as other relevant documents for additional consistency
- b) Create recommendations and actions for implementation (with projects, programs, initiatives and milestones)
- c) Review funding opportunities and constraints
- d) Prioritize recommendations as short, medium and long term
- e) Develop an implementation schedule to meet goals (The program shall include an annual score/report card for Plan evaluation, monitoring, and reporting progress to the public and regulating entities)
- f) Identify obstacles to reaching goals and strategies to remove obstacles.

Implementation of the SAP shall consider existing planning and policy making processes and make recommendations for improvements.

#### Task 7.0: Final Plan Development

Following coordination with the Interdepartmental Project Team, via the Collaborative Workshop and Sustainability Management System, and the Public Workshops the Consultant shall incorporate the resulting prioritized projects and initiatives along with previous deliverables into a draft SAP. This draft SAP will prioritize projects and initiatives with the potential to deliver substantial returns with low initial investments. This approach is designed to create an enduring funding mechanism to support further sustainability efforts in City operations by capturing eco-efficiencies related to energy, fuel, water and waste. Five high priority projects will be identified and a life cycle assessment will be conducted for these projects. Cost estimates, cost-avoidance, labor savings, and revenue will be determined for these projects. Social and environmental benefits will also be characterized, either quantitatively or qualitatively (resource reduction, greenhouse gas emission abatement, air quality improvement, public health improvement etc.).

The draft SAP will include an Executive Summary, which will provide a high level overview of the City's operations and facilities baseline, benchmarking findings, overall sustainability vision and goals, as well as key indicators and targets. It will also include the results of the solutions memo, a project-driven action plan centered upon the Focus Areas and building upon staff and public input. Furthermore regardless of whether the City undertakes the full Vulnerability Assessment option, the SAP will address projected



impacts of climate change on facilities/infrastructure and opportunities to proactively plan for increased efficiency and resiliency. The SAP will lay out cost estimates and associated returns for each project/initiative. Short, medium and long term sustainability goals will be conveyed for each focus area. The project intent, scope, notional cost/benefit comparison, contribution toward goals, and guiding principles will be identified.

The benefits of these projects compared to a business as usual approach will be highlighted. The SAP will also contain a discussion of the STAR Rating Assessment, Implementation Strategy, Project Funding Analysis and Marketing and Communications Plan. An outline of the deliverables associated with the SAP can be seen below:

- a) First Draft of SAP Outline (City comment period of 10 calendar days)
- b) Second Draft of SAP Outline (City comment period of 5 calendar days)
- c) Format of SAP
- d) Graphic design of Plan
- e) First Draft of Sustainability Action Plan (City comment period of 20 calendar days)
- f) Second Draft of Sustainability Action Plan (City comment period of 15 calendar days)
- g) Integrate Climate Vulnerability Modeling Results, if authorized at the City's option, into Sustainability Action Plan
- h) Final SAP
- i) Presentation of SAP to the City Commission
- j) With the assistance of the GIC, placement of SAP (and supporting documents) on website

All versions of the SAP will be provided to the City by the Consultant in an editable, PDF format.

Final project deliverables will include:

1. A comprehensive 5-year Sustainability Action Plan detailing short, medium and long range projects and initiatives;
2. An executive summary condensing the information in the SAP;
3. A concise public information document that will serve to convey information included in the SAP in an easy to understand manner and,
4. Design and content assistance for website content to convey the information contained in the 3 previously listed items. The GIC will be responsible for uploading content to the City's website.

The Consultant will be responsible for making any revisions as required by the City, prior to acceptance of the SAP. At the City's discretion, ten (10) bound, color copies of deliverables 1-3 will be provided along with an electronic copy in a Microsoft Office format. All deliverables become the property of the City and can be shared or used for presentation of informational purposes at the city's discretion.

# PROJECT TIMELINE

The estimated project schedule is as follows:

**Table 1: Project Schedule**

Task	Estimated Duration	Estimated Calendar Days from NTP
Kick-Off Meeting and Staff Interviews	2 days	27
Data Collection	5 weeks	64
Baseline and Benchmark	12 weeks	127
Solutions Memo	3 weeks	148
Collaborative and Community Workshops	2 weeks	159
Goals and Projects	7 weeks	197
Funding, Communication and Monitoring	4 weeks	232
SAP and Implementation Strategy	4 weeks	232
City Commission Approves SAP	1 week	237

Task	Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35			
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9	City Commission Approves SAP																																						

## COST ESTIMATE

The scope of work for the core service tasks detailed in our proposed scope of work shall be completed for a lump sum fee of \$70,000. The hourly rate, hours and total cost by the tasks specified in the price sheet included in the RFP are as follows.

**Table 1: Core Service Price Sheet**

<b>Task Number</b>	<b>Core Service Task</b>	<b>Hourly Rate</b>	<b>Number of Hours to Complete</b>	<b>Total Task Cost</b>
1	Kick-Off Meeting, Ongoing Coordination and Capacity Building	\$115	95	\$10,900
2	Communications Strategy	\$115	40	\$5,000
3	Baseline Assessment / Gap Assessment	\$115	143	\$16,500
4	Solutions Memo	\$115	52	\$6,000
5	Strategy Development, Performance and Monitoring	\$115	164	\$18,900
6	Implementation Plan, Milestones and Schedule	\$115	65	\$7,500
7	Final Plan Development	\$115	45	\$5,200
<b>Total (Items 1 – 7)</b>		<b>115</b>	<b>564</b>	<b>\$70,000</b>

## *OPTIONAL SERVICES*

### GREENHOUSE GAS INVENTORY – SCOPE OF SERVICES

RS&H will provide a base year 2016 (or an alternative base year selected by Hallandale Beach) Local Government Operations (LGOP) and Community-wide inventory, performed according to ICLEI's Local Government Operations protocol version 1.1 and U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions V 1.1 (or most current at project commencement). The details of the project schedule shall be agreed on with the City prior to project commencement. RS&H recommends that the effort be scheduled concurrently with work on the City's Sustainability Action Plan to take advantage of synergies between the related efforts.

#### Task 1: Data Gathering

##### **1.1 Kickoff Meeting**

Within 10 days of receiving Notice to Proceed, RS&H will coordinate a Kick-off Meeting by teleconference to familiarize the City's Green Initiatives Coordinator (GIC) with the scope of work and schedule of deliverables. RS&H proposes to discuss sources and availability of data necessary for completing the Local Government Operations (LGOP) and Community inventories for calendar year 2016. During the meeting, RS&H will provide a preliminary data request for review and discussion.

RS&H assumes organizational boundaries and emissions sources for the LGOP Inventory will include, but not be limited to: water/wastewater treatment, fuel and electricity use of buildings and facilities, and vehicle fleet operations. For the Community Inventory, they will include, but not be limited to: community industrial, commercial and residential electricity, natural gas and fuel oil consumption, transportation, and solid-waste disposal.

RS&H will calculate community-wide transportation emissions as a function of vehicle miles travelled (VMT) within the study area by modeling roadway networks, congested speeds and associated VMT, using the South Florida Regional Planning Model. This approach simplifies data collections and improves accuracy of the community-wide transportation sector GHGE estimate. It can also be used to identify which roadway segments generate the greatest amount of GHGE.

##### **1.2 Data Gathering**

Within 10 days after the Kick-off meeting, RS&H will issue one internal and multiple external data requests. RS&H will coordinate with the GIC to obtain needed information from City Departments for the internal LGOP data request.

In addition, RS&H will provide data requests for external data providers for the Community Inventory, such as Florida Power and Light and major natural gas and fuel oil providers in the area. It will be the GIC's responsibility to issue the external data requests on City letterhead, however, RS&H can assist in follow-up to collect data from the external providers.

**1.3 Data Gap Analysis Memo and Follow-up**

The project timeline is contingent on RS&H receiving necessary data from providers within a reasonable period. The City will have thirty (30) days to respond to the data request. RS&H will provide limited follow-up with data providers to obtain the needed information, in accordance with the agreed project scope. After 30 days RS&H will provide a Data Gap Analysis Memorandum detailing data received as well as any missing or incomplete data.

After the City has had adequate time to review the memo, RS&H will conduct a Data Gap Analysis meeting by teleconference. The purpose of this meeting is to review outstanding data gaps with the City's project team and find solutions or workarounds to obtain the needed information. Following this meeting, RS&H will work with the GIC to obtain any outstanding data. In some cases, RS&H may be able to develop engineering estimates as a substitute for unobtainable data.

**Task 2 Preliminary 2016 Greenhouse Gas Inventory and Memorandum**

After receiving sufficient information from the City and Community data providers, RS&H will develop the LGOP and Community GHGE inventories. Within 90 business days of the Kick-Off Meeting, RS&H shall provide the City with a Preliminary GHGE Inventory and Forecast for review. Deliverables will include:

- A GHGE Inventory Excel-based template populated with inventory data and calculations; and
- Preliminary (Draft) GHGE Inventory Update Memorandum.

A web-based inventory using ICLEI's ClearPath software platform will also be provided.

The preliminary GHGE Inventory Memorandum will detail extensive documentation of methods, calculations, and data sources / contacts used to conduct the inventory. In addition the Memo will include the following:

- Executive summary of Inventory results by source and sector and discussion of results relative to the City's GHGE reduction goals;
- Summary graphics showing contribution of various emissions sources;
- Methodology section;
- Benchmarking section comparing Hallandale Beach's 2016 inventory to those of peer cities.

The Benchmarking section will provide a comparison of the City's Inventory with those of 3-5 peer cities (chosen based on ICLEI membership, availability of GHGE Inventory information, and similar characteristics to Hallandale Beach, i.e. population, climate zone, mix of

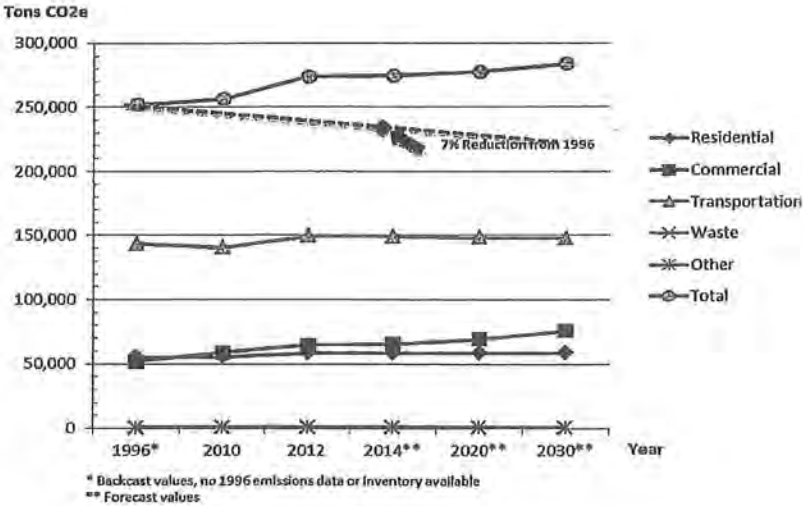


FIGURE 1: EXAMPLE GHGE FORECAST

industrial/commercial/residential land use, etc.). The exact number of peer cities and criteria used in the benchmarking process will be developed in agreement with the GIC. The Benchmarking section will provide comparisons normalized by population or other appropriate metrics, as well as a brief discussion of carbon reduction best management practices employed by the peer cities.

Task 3 Final 2014 Greenhouse Gas Inventory and Memorandum

Following a 2-week review period and after incorporating review comments from the City, RS&H will finalize the 2014 LGOP and Community-wide Inventory. RS&H will deliver final versions of the GHGE Inventory Excel Template and Update Memorandum discussed in Task 2 above. RS&H can also assist the City in submitting the Final inventory to ICLEI's online database.

Fee

The greenhouse gas scope of services will be provided for a lump sum fee of \$18,500

## VULNERABILITY AND ADAPTATION PLANNING – SCOPE OF SERVICES

Vulnerability and adaptation planning would be coordinated by RS&H via its sub-consultant for this project, Dewberry, LLC (Dewberry). Dewberry brings 40 years of disaster preparedness and emergency planning to their expertise in assessing the effects of climate change on human and environmental systems.

RS&H would remain the single point of contact for the City, facilitating communications between staff and Dewberry to ensure that deliverables are provided on budget, on time and in a high quality manner.

Dewberry's services are presented in a menu format, providing the City with maximum flexibility with respect to its options for evaluating its exposure to climate change risks, as well as its capacity to prepare and respond to the challenges posed the community.

RS&H and Dewberry will work closely with the City to review the options described below and craft a scope and fee tailored to its objectives.

### Introduction

Improved mapping, recognition, and informed flood risk management strategies are an essential element for Hallandale Beach's sustainability planning effort. We have prepared a menu of services that are complimentary and will further inform the primary sustainability plan. An initial cost estimate is provided along with each option based on past work and assumptions regarding the described services. We look forward to engaging on the menu items of interest to further refine scope and fee that best meets your needs.

### Existing Information

We have reviewed mapping and vulnerability information available for Hallandale Beach to help inform proposed services. The existing information could be a starting point for analysis, but there are critical limitations identified below that should be improved or resolved in order to confidently support adaptation strategies. A short summary of our findings follow:

#### **Broward County - City of Hallandale Beach Vulnerability to Sea Level Rise Assessment Report.**

This report summarizes sea level rise (SLR) mapping and vulnerability performed in the City under the Broward County effort funded by FL DEP via a NOAA grant. The effort examined 2 future condition sea-level scenarios consisting of a 1 foot and 2 foot rise from present day condition. The base water datum is identified as "high tide" in the report which is assumed to be mean higher high water using the typical NOAA inundation evaluation model. Flood extents were delineated from a 50-foot resolution digital elevation model. Exposure of municipal infrastructure across 14 categories was evaluated for each of the two conditions. Some uncertainty is communicated with the mapping, represented by "possible" and "more likely" areas of inundation, which is not fully explained in the document but appears to represent potential error of the source water level and topographic data.

Observed Key Limitations:

- Focused solely on high tide inundation and does not address nuisance flooding or storm surge conditions.
- Utilizes a coarse DEM for mapping inundation extents (50 foot). Data sources are available with a 15 foot resolution.
- Utilizes 1 foot and 2 foot scenarios. In reference to the Unified Southeast Florida Sea Level Rise Projections, both occur in the 2060 time frame. A 0.5 foot scenario would provide for a representative scenario in the near-term (2030) that is better aligned with the municipal planning cycle.



FIGURE 2. EXAMPLE SLR INUNDATION MAPPING FOR A 2 FOOT SLR SCENARIO FROM THE BROWARD CO. EFFORT.

Other Studies/Information

An initial review of other existing publically available data sources for SLR vulnerability found data in the City from the [NOAA SLR Viewer](#) and [Climate Central](#). The NOAA viewer provides a similar depiction as available from the Broward Co. effort. Climate Central data is also available but again referenced to a high tidal datum and also has not been adequately cleaned to reflect hydro connectivity from open water. The NOAA data is available for download and use, whereas the Climate Central data is not readily available for additional end-use.

Task 1. Flood Hazard Mapping

Flood hazard extents and depth grids would be produced for a range of conditions including tidal, nuisance, as well as storm surge recurrence intervals of 10-year, 100-year and 500-year flood conditions. Data will be derived at a 15-foot horizontal resolution elevation model to add additional detail as compared to the existing Broward County analysis. Such conditions are selected from our experience in flood resilience planning and each is used for different awareness and planning and hazard mitigation purposes; however, flood conditions can be further refined in discussions with the City.

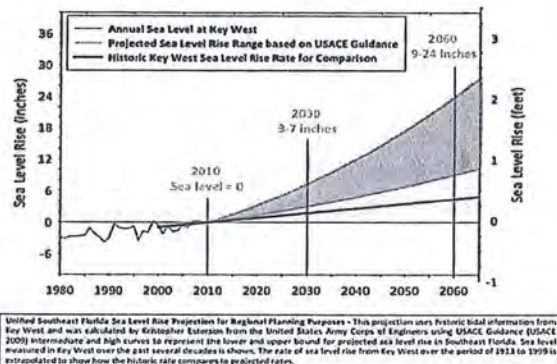


FIGURE 3. UNIFIED SOUTHEAST FL SLR SCENARIOS FOR 2030 AND 2060.

Each flood condition would be produced for today – the baseline condition, and then three SLR scenarios based on the SE Florida Climate Compact Unified SLR Scenarios. The three future condition scenarios would include 2030 (0.5 foot increase from today) and 2060 (1 foot and 2 foot increases from today to bound range). Although 0.5 foot mapping products are within the error of the base data, the relative change in flooding would be informative for near-term impacts. Additional scenarios could be added at the discretion of the City.



In addition to the mapping, we will provide information on the existing and projected future frequency of each event type.

**Benefits:**

- Full understanding of near and long-term flood extent and frequency changes
- Range of flood conditions to inform resilience strategies

**Deliverables:**

- Technical documentation
- Cartographic map depictions for each flood type
- Summaries of change in flood area and frequency per flood type
- Geospatial data, including flood elevation surfaces, flood extents, flood depth grids and base topography

**Task 2. Flood Vulnerability/Loss Assessments**

Assumption: Geospatial data of City assets is readily available and would be provided in an ESRI-compatible data format and used as-is.

**Task 2.1: Flood Exposure Assessment**

Option 1 would provide for a GIS-based flood exposure analysis that would determine the vulnerability of the data assets to each flood condition. Depth attribution would be included. Vulnerability would be summarized to identify the relative flood condition, timing and severity (using flood depth as a proxy) of the potential impact. A weighted scoring system, considering the timing and severity of impact will be applied to quickly identify the assets with the highest risk.

**Benefits:**

- Comprehensive vulnerability assessment across a range of flood conditions, with high-risk assets identified for priority hazard mitigation.

**Deliverables:**

- GIS layers of assets attributed with flood vulnerability to each condition
- Summary tables and short discussion of vulnerabilities, highlighting key at risk assets.
- Technical documentation



FIGURE 4. EXAMPLE MAPPING OF EXISTING AND FUTURE CONDITIONS FOR 10-YR RECURRENCE INTERVAL FLOODING.

**Task 2.2: Flood Economic Loss Analysis**

This option would include a FEMA Hazus depth-damage economic loss analysis for the City's building assets. The Hazus economic loss model would be applied to the Hazus default general building stock information for the City census block groups to estimate changes in economic loss from today's baseline to the near and long-term future conditions examined by the flood mapping analysis. Flood depth products developed in Task 1 would be directly leveraged for this analysis.

**Benefits:**

- Estimation of changes in economic flood loss by flood frequency, as well as annualized losses for each future condition.
- Economic loss information helps justify resilience expenditures and can be used in grant applications for hazard mitigation funding.



FIGURE 5. EXAMPLE CHANGES IN NUISANCE FLOOD FREQUENCY TO ROAD SEGMENTS PREPARED FOR ST. AUGUSTINE, FL.

**Deliverables:**

- Direct and indirect economic loss outputs for existing and future conditions, including loss by return period and annualized losses, as well as an assessment of the changes in loss values across the evaluation scenarios
- Summary of loss profile information, including demographic, building stock, and essential facilities loss estimations
- Technical documentation

Note: A structure specific analysis could be conducted depending on availability and quality of building footprint and tax assessor data. We would need to engage further on such data sources to provide an informed estimate. Benefits would be site-specific loss information. Other methods are also available and could be scoped based on further discussion.

**Task 3. Qualitative Assessment of Groundwater Changes**

This element would include a review of local hydrogeology studies to provide discussion on aquifer vulnerability to SLR, anticipated changes in the water table, and saltwater intrusion. Discussion will include anticipated community impacts of changes in groundwater hydrology induced by SLR and a changing climate (i.e. rainfall, recharge/discharge). Contingent on groundwater data availability, geospatial modeling of the coastal water table could be conducted to identify areas with especially shallow water-tables that have higher vulnerability to flooding.

**Benefits:**

- Understanding of how vulnerability of groundwater resources to inform adaptation strategies to ensure sustainability of water usage and understand saltwater intrusion

**Deliverables:**

- Narrative discussion of groundwater changes, along with documentation of data sources and assessment of impacts
- Geospatial products including data and existing and future water table maps and surficial aquifers, if selected

Note: Quantitative modeling of the groundwater is possible but dependent on availability and quality of existing model data from the U.S. Geological Survey.

**Task 4. Future Precipitation Analysis**

This task would provide site-specific changes in future heavy precipitation relevant to stormwater management and design. The effort would include a review of the existing NOAA Atlas 14 heavy rainfall recurrence statistics against provided existing stormwater design/management guidance. Estimate of future peak 24-hour rainfall would be completed for recurrence intervals up to 200-years for the two future time periods (2030, 2060). Estimates will be based on an ensemble of statistically downscaled precipitation data to encompass the range of model uncertainty. Future exceedance curves will be compared to the historical period and projected changes outside of the existing error range will be noted. Changes will be communicated in the context of the existing guidance.

**Benefits:**

- Informs sustainability of stormwater system in context of projected future conditions

**Deliverable:**

- Narrative providing summary of technical approach, findings and insights

**Task 5. Projected Changes in Shoreline Recession**

Historical shoreline change data will be used in conjunction with simple techniques to estimate changes in recession rates due to sea level rise.

**Benefits:**

- Understanding on how SLR may increase shoreline recession rates, decreasing beach width and recreational use and increase need for more frequent beach nourishment.

**Deliverable:**

- Estimated change in average recession rate for oceanfront beaches and qualitative assessment of potential impacts to recreation and nourishment intervals

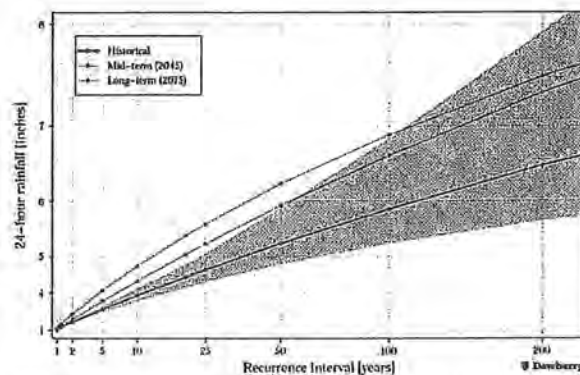


FIGURE 6. EXAMPLE FUTURE PRECIPITATION FREQUENCY CURVES DEVELOPED FOR CLEARWATER, FL.

Task 6. Resilience Strategy Development and Evaluation

**Task 6.1 Initial Strategy Development**

This task will entail a review of the vulnerability assessment and lead to identification of potential flood risk management strategies. Strategies will be developed based on noted vulnerabilities within the City, relevant to City infrastructure and further informed by the local hazard mitigation plan, ongoing sustainability plan and also through interviews with community officials and stakeholders. Strategies to consist of combination of policy, regulations, ordinances, as well as flood mitigation strategies including protection, relocation, elevation or hardening (flood and wind-proofing) of existing infrastructure – such strategies will be at a high level but specific to noted vulnerabilities of any specific infrastructure identified by the community or its stakeholders such as shelters, water-wastewater infrastructure, public safety facilities. Strategies will be organized into a short and long-term list. Text will also be developed to note areas of broader coordination that would be needed with Broward County and adjacent communities.

**Benefits:**

- Establishment of a "pathway" to flood resilience informed by existing and future conditions.

**Deliverable:**

- List of short- and long-term strategies that can be actioned on or further developed for implementation. Such strategies will complement the sustainability plan.

**Task 6.2 Strategy Evaluation**

This task will provide a collaborative review and scoring of the identified strategies with City stakeholder engagement. Our team will convene a workshop to discuss benefits and drawbacks of the individual strategies as well as feasibility with City stakeholders. This effort will provide some initial preferences and culling of the strategy list. Next, a collaborative evaluation of the preferred strategies across feasibility and impact metrics will be completed to score and objectively identify the favored strategies by apply our Excel based decision framework tool. Metrics will include consideration to technical, administrative, political, legal, fiscal, environmental, economic and societal factors. Favored strategies would be integrated into the sustainability plan for consideration for implementation.

**Benefits:**

- Facilitates stakeholder discussion to capture viewpoints on strategy integration in an objective and transparent framework

**Deliverables:**

- Two staff to attend and help organize and coordinate on site meeting, including, materials, facilitation, notes.
- Process documentation, list of preferred strategies, definition and overview of metrics and scoring process, completed scoring matrix

Assumption: City to provide meeting facility and assist in the identification of stakeholders and scheduling of meeting

OPTIONAL SERVICES

Weighted Importance Factors and Scoring	Feasibility and Impact Factors													
	Consistent w/ Goals & Policies	Technical			Administrative			Political			Legal		Fiscal	
		Access to Necessary Technical Tools	Storm Design Level of Protection	Complexity	Staffing	Maintenance	Complexity	Decision makers	Stakeholders	Complexity	Regulatory and Ordinance Compliance	Legal Challenge Potential	Cost	Cost-Effectiveness
High Score	Yes	Easy	High	Simple	Limited	Limited	Simple	Supportive	Supportive	Simple	Not Required	Unlikely	Affordable	High
Medium Score	Moderate	Moderate	Medium	Moderate	Moderate	Moderate	Moderate	Neutral	Neutral	Moderate	Possible	Moderate	Moderate	Medium
Low Score	No	Limited	Low	Complex	Significant	Significant	Complex	Resistant	Resistant	Complex	Required	Expected	Prohibitive	Low
	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Weighted	6.0	3.0	3.0	3.0	1.0	1.5	1.5	2.0	2.0	2.0	1.0	2.0	3.0	2.0
Rating	Yes	Moderate	High	Moderate	Significant	Moderate	Moderate	Supportive	Neutral	Simple	Required	Unlikely	Moderate	High
Score	25.0	9.0	15.0	9.0	1.0	4.5	4.5	10.0	6.0	10.0	1.0	10.0	9.0	10.0

FIGURE 7. EXAMPLE CATEGORIES AND RATING ELEMENTS OF OUR STRATEGY EVALUATION TOOL. SCORES ARE TALLIED ACROSS MULTIPLE CATEGORIES AND ASSESSED AGAINST QUALITATIVE IMPACTS TO RANK FAVORABILITY INTO HIGH, MEDIUM AND LOW CATEGORIES.

**Task 6.3 Infrastructure Specific Strategies**

This task would extend the Strategy Evaluation task to include a site visit of vulnerable facilities to enable the development specific strategies that address. The site visit would use the hazard information, identify specific vulnerabilities and recommend operational or structural hazard mitigation strategies to improve resilience.

**Benefits:**

- Facilitates stakeholder discussion to capture viewpoints on strategy integration in an objective and transparent framework

**Deliverables:**

- Site visit to selected vulnerable facilities
- "Project Sheets" for each selected facility that describes vulnerabilities and specific resilience strategies.

Assumption: Specific design of structural solutions is not included

**Task 6.4 Benefit Cost Assessment**

This task would build on the preceding strategy elements and provide gross estimates of project costs and benefits and initial calculation of the benefit-cost ratio for up to 10 projects.

**Benefits:**

- Provides context for project cost and return on investment to support decision-making and further investment.
- Allows the City to better focus on potential funding sources

**Deliverables:**

- Up to ten individual project four-page "Project Sheets" that provide a review and estimate of gross project costs and benefits, as well as the benefit-cost ratio with clearly identified assumptions for the calculations.

Assumptions: Will provide a gross estimate of costs and benefits. A first-step for assessment and would not support funding programs such as the FEMA Hazard Mitigation Grant Program.

Note: Our team has had success in supporting benefit cost analysis for funding awards through grant programs to help clients fund projects. Support under this task could be tailored to specific projects and requirements to help meet those needs depending on client feedback and discussion.

OPTIONAL SERVICES

Fees

Fees for vulnerability and adaptation services are provided in a menu format, as described above. RS&H and Dewberry anticipate working closely with the City to develop a scope and fee that best meets the City's needs.

**Table 1: Vulnerability and Adaptation Planning Tasks and Costs\***

Task	Description	Cost
1	Flood Hazard Mapping	\$11,000
2	Flood Vulnerability / Loss Analysis	-
2.1	Flood Exposure Assessment	\$6,600
2.2	Flood Economic Loss Assessment	\$5,400
3	Groundwater Assessment	\$2750 / \$7700**
4	Future Precipitation Analysis	\$4,950
5	Project Shoreline Changes	\$3,300
6	Resilience Strategy	-
6.1	Initial Strategy Development	\$9,500
6.2	Strategy Evaluation	\$9,900***
6.3	Infrastructure Specific Strategies	\$5,500***
6.4	Benefit Cost Assessments	\$7,700

\*Integration of these tasks with the SAP will require between 10 and 80 hours of labor at the rate of \$115 / hour, depending on the services selected.

\*\*The fee for this task is \$2,750 with GIS analysis, \$7,700 without GIS analysis.

\*\*\*Costs for travel would be in addition to fees shown and would be determined based on the number of meetings requested by the City.

## STAR COMMUNITIES RATING SYSTEM CERTIFICATION

### Introduction

As a component of its Sustainability Planning process, the City of Hallandale Beach has expressed interest in achieving STAR certification. STAR is the first national third-party certification program that recognizes sustainable communities and provides a tool for evaluating a community's level of sustainability, and is both a framework and formal certification program.

STAR provides local leaders with a framework for assessing their community's current level of sustainability, setting targets for moving forward, and measuring progress along the way. STAR consists of 7 main Focus Areas broken down into 49 Objectives. Each Objective contains multiple Outcome level measures and Actions which must be completed and documented to receive STAR credit. The STAR Focus Areas include: Built Environment, Climate & Energy, Economy & Jobs, Education, Arts & Community, Equity & Empowerment, Health & Safety, Natural Systems, and a bonus Innovation & Process goal area. Because each community addresses sustainability differently, there are three (3) levels of STAR subscription: 1) Participating STAR Community; 2) Reporting STAR Community; and 3) Leadership STAR Community.

Participating STAR Communities are those that conduct a preliminary assessment of their sustainability and establish a "baseline" sustainability score. This introductory level allows the municipality to assess current conditions and set goals and priorities for becoming more sustainable after seeing where they currently stand on the sustainability continuum. Conducting a preliminary assessment results in a preliminary score, ranging from 0 to the maximum 720 points. There are four (4) STAR certification levels: 5-STAR Community (600-720 points), 4- STAR Community (400-599 points), 3-STAR Community (200-399 points), and Reporting STAR Community (<200 points).

Reporting STAR Communities are those that have submitted data and supporting documentation into STAR's online reporting system and received verification and certification from STAR. Communities begin by aligning their existing programs, policies, and plans with the STAR Community Rating System using project management tools and resources provided by STAR. Then they gather data on the evaluation measures of their choice from the rating system and enter the data into STAR's online data entry and reporting platform.

FIGURE 2: STAR CERTIFICATION PROCESS



**Figure 2** shows the STAR Certification Process. STAR estimates that the reporting and certification process takes most communities approximately one year to complete. The details of the STAR project schedule shall be agreed on with the City prior to project commencement. RS&H recommends that the STAR reporting effort be scheduled concurrently with work on the City's Sustainability Action Plan to take advantage of synergies between the related efforts.

This Scope of Work assumes the City will pursue a 3-STAR Community ranking. A 3-STAR rating is the typical level initially achieved by most communities, and can be improved upon later recertification. Note that according to STAR, final certified scores decrease on average 60-100 points after formal STAR technical staff review due to data discrepancies. Communities then have the opportunity to resubmit additional information to address data gaps in an attempt to increase their final scores, but it is important to note that preliminary scores are higher than final certified scores on average. As a result, the City should aim for approximately 300-350 points to achieve a 3-STAR rating. We believe a 3-Star Community ranking is achievable by the City.

**STAR REPORTING APPROACH**

To maximize efficiency and cost-effectiveness, this scope of work proposes a collaborative effort between the City and RS&H to take the City through the STAR certification reporting process. Because STAR addresses a broad range of policy measures, this approach will allow the City to focus STAR certification efforts in areas of its internal expertise while building its capacity to work within the STAR framework. Simultaneously, RS&H will complete STAR objectives corresponding to Sustainability Action plan focus areas for which we plan to collect data and perform analyses. RS&H will guide and facilitate the City through the STAR certification process. This collaborative approach will provide value to the City by allowing it to improve sustainability-related communication among City departments and break down organizational information silos while achieving a STAR rating at the lowest possible cost.

RS&H proposes to complete 20 of the 49 Objectives within the focus areas of Built Environment, Climate & Energy, Economy & Jobs, Health & Safety, Natural Systems, and Innovation & Process. Table 1 below shows the STAR Framework of Goals and Objectives, with the specific objectives to be addressed by RS&H



OPTIONAL SERVICES

highlighted in yellow. Additional Objectives to be completed independently by Hallandale will be identified in the Preliminary Screening Process.

At Hallandale’s option, RS&H will complete additional Objectives other than the 20 detailed in Table 1 on a time and materials basis at the rates described in the “Cost Estimate” section, below.

TABLE 2: STAR OBJECTIVES TO BE COMPLETED BY RS&H

Built Environment	Climate & Energy	Economy & Jobs	Education, Arts & Community	Equity & Empowerment	Health & Safety	Natural Systems	Innovation & Process
Ambient Noise & Light	Climate Adaptation	Business Retention & Development	Arts & Culture	Civic Engagement	Active Living	Green Infrastructure	Best Practices & Processes
Community Water Systems	Greenhouse Gas Mitigation	Green Market Development	Community Cohesion	Civil & Human Rights	Community Health	Biodiversity & Invasive Species	Exemplary Performance
Compact & Complete Communities	Greening the Energy Supply	Local Economy	Educational Opportunity & Attainment	Environmental Justice	Emergency Management & Response	Natural Resource Protection	Local Innovation
Housing Affordability	Energy Efficiency	Quality Jobs & Living Wages	Historic Preservation	Equitable Services & Access	Food Access & Nutrition	Outdoor Air Quality	Good Governance
Infill & Redevelopment	Water Efficiency	Targeted Industry Development	Social & Cultural Diversity	Human Services	Health Systems	Water in the Environment	
Public Parkland	Local Government GHG & Resource Footprint	Workforce Readiness	Aging in the Community	Poverty Prevention & Alleviation	Hazard Mitigation	Working Lands	
Transportation Choices	Waste Minimization				Safe Communities		

Note: Objectives Highlighted in yellow will be completed by RS&H. Additional Objectives will be completed independently by the City of Hallandale Beach.

RS&H’s scope of work for the Sustainability Action Plan already includes working collaboratively with the City to complete the initial Preliminary screening.

Under the scope detailed here, RS&H proposes two additional phases which will take Hallandale through the STAR reporting process to receive a rating.

Note that the Scope proposed here for Phase 2 is subject to change. For example, if the City decides to pursue a 4-STAR rating instead of a 3-STAR rating the scope and fee detailed herein would require revision. If significant changes or deviations from the Phase 2 scope described here are anticipated at the conclusion on Phase 1, RS&H will renegotiate the Phase 2 scope and fee with the City before beginning Phase 2.

RS&H assumes Hallandale will pay all fees associated with maintaining STAR membership and applying for STAR verification.

#### **Phase 1: Planning and Data Collection**

In Phase 1, RS&H shall work with the City to establish a target point value, finalize the list of credits to be attempted, and develop an approach to coordinate the data gathering and reporting effort. RS&H shall conduct a teleconference meeting with Hallandale to discuss approach details and determine data sources. RS&H shall provide the City with a supplemental data request for the highlighted STAR Objectives identified in Table 2. RS&H assumes Hallandale will obtain data needed from third parties such as Broward County and pass it along to RS&H. At the conclusion of Phase 1, RS&H shall document the approach collaboratively agreed on with the City in a Screening Results Memorandum. This document will act as a valuable reference during the reporting phase, and will also be designed to communicate the benefits of Hallandale's status as a Participatory STAR member and Preliminary STAR Rating to the public, City Commissioners, and other stakeholders.

#### **Phase 2: Application and Certification**

In Phase 2, RS&H shall assemble application materials and supporting documentation, calculate Outcomes, and prepare STAR Worksheets for reporting for the highlighted Objectives identified in Table 2. Once complete, RS&H shall transmit these materials to the City. The City will submit the materials to STAR for verification along with those Objectives completed independently by the City.

Upon receiving initial verification results, applicants may opt to accept their Rating Level as assigned or revise and resubmit their application. STAR allows 30 days for resubmission. Most Cities choose to resubmit to improve their point score and STAR rating. This scope of work assumes that the City will resubmit to improve its score. If the City chooses to revise and resubmit application materials, RS&H shall respond to STAR reviewer comments, prepare additional documentation, and revise STAR worksheets as needed for up to 50% of highlighted objectives identified in Table 2. We assume that 50% will be sufficient to cover all reviewer comments.

At the conclusion of this process, Hallandale will receive its STAR certification, good for four years. RS&H shall then revise the Screening Results Memo to show the City's final results by objective. The revised Results Memo shall include a brief one-page executive summary which will be integrated into the

Sustainability Action plan, and which can function as content for communicating the City's STAR Certification achievement to stakeholders.

Table 3 breaks down the proposed tasks within these two phases and identifies which tasks will be completed by the City and by RS&H.

TABLE 3: STAR RATING SYSTEM SUPPORT - PROJECT TASKS

<b>Phase</b>	<b>Task</b>	<b>Task Description</b>	<b>Responsibility</b>
<b>Preliminary Screening</b>	--	Hallandale Prepares STAR Screening Crosswalk Tool with collaboration/support from RS&H ( <i>Note – to be completed under Sustainability Action Plan Scope of Work</i> )	City / RS&H
<b>Phase 1</b>	1.1	RS&H Conducts Teleconference w/Hallandale to reconcile screening results and determine data sources	RS&H / City
	1.2	RS&H reviews STAR Screening Crosswalk and develops supplemental STAR data request	RS&H
	1.3	RS&H revises/issues supplemental data request that addresses STAR data not included in Sustainability Action Plan data request	RS&H
	1.4	RS&H prepares initial screening results memo	RS&H
<b>Phase 2</b>	--	Hallandale provides RS&H supplemental data	City
	2.1	RS&H puts together application materials, calculates outcomes, assembles documentation, prepares STAR worksheets, and provides completed materials to Hallandale	RS&H
	--	Hallandale Submits STAR application	City
	--	STAR Reviews the submission and verifies points	STAR
	2.2	RS&H responds to STAR verifier comments, prepares additional documentation and/or revises materials for up to 50% of Outcomes/Actions, and provides revised materials to Hallandale	RS&H
	--	Hallandale Resubmits revised materials	City
	--	STAR awards certification to Hallandale	STAR
	2.3	RS&H updates screening memo to show final results; integrates into the Sustainability Action Plan	RS&H

*Note: RS&H effort for the above tasks is limited to those highlighted Objectives identified in Table 2 above. To ensure a cost-effective process it is assumed that Hallandale will complete additional STAR Objectives independently.*

OPTIONAL SERVICES

Fee

The scope of work for Phase 1 and Phase 2 tasks detailed above shall be completed for a lump sum fee of \$4,800 and \$20,900, respectively. Table 4 shows a summary description of each Phase with its total cost. Note that the City of Hallandale Beach shall be responsible for any costs associated with STAR Community Rating System membership, verification and training. These costs are payable directly to STAR and are not included in RS&H's cost estimate.

**Table 4: Phase 1 & 2 Service Price Sheet**

Phase Number	Description	Total Cost
1	RS&H shall work with the City to finalize the STAR screening /list of credits to be attempted, and develop an approach to coordinate the data gathering and reporting effort. Deliverables include a Supplemental Data Request and Screening Results Memo.	\$5,000
2	RS&H shall collect data, assemble application materials and supporting documentation, calculate Outcomes, and prepare STAR Worksheets for reporting for the Objectives identified in Table 1, and transmit them to Hallandale. After receiving STAR reviewer comments, RS&H will revise application materials for up to 50% of those Objectives. RS&H will deliver a final Results Memo that integrates the STAR assessment with the Sustainability Action plan and communicates the value of the City's STAR effort.	\$21,000

The hourly rate, hours and total for additional STAR Support Services are below. RS&H will provide additional STAR support based on the City's needs. This may include addressing additional Objectives not included in the list identified in Table 1. With an hourly rate of \$115, RS&H will work with the City to determine the scope, hours and fee of this task and any additional tasks relevant to this scope of work that are of interest to the City.

**Table 5: Additional Services Price Sheet**

Optional Service Task	Hourly Rate	Number of Hours to Complete	Total Task Cost
STAR Communities Rating System Certification – Additional Support	\$115	TBD	TBD