

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

for

POST-DISASTER REDEVELOPMENT PLAN

AGREEMENT FOR PROFESSIONAL SERVICES

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

AND

South Florida Regional Planning Council, a Florida corporation and body politic and an agency of the State of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS on November 26, 2019 the City entered a grant agreement with the Florida Department of Economic Opportunity to develop a Post-Disaster Redevelopment Plan which incorporates adaptation.

WHEREAS Florida State Statute states that services or commodities provided by governmental entities are not subject to the competitive solicitation requirements of Section 287.057. As such the City will utilize the CONTRACTOR, a governmental entity, to develop a Post-Disaster Redevelopment Plan which incorporates adaptation.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

TERM

The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on May 31, 2020; 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. The contract will not exceed the expenditure of \$40,000 during any fiscal year.

This Agreement value shall not exceed forty thousand dollars for fiscal year 2020. CONTRACTOR shall not be paid more than forty thousand dollars for the FY 2020 unless approved by the City Commission.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide all items included in Exhibit 1. The services to be provided include the scope of work in Grant Agreement #P0355 with the Florida Department of Economic Opportunity, which is attached hereto as Exhibit "A" and hereby incorporated and made part of this agreement by reference.

ARTICLE 3
INDEMNIFICATION

CITY and CONTRACTOR are state agencies as defined in Chapter 768.28, Florida Statutes. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 4
PERSONNEL

4.1 **Competence of Staff.** In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5
INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. **MINIMUM SCOPE OF INSURANCE**

- A. Commercial General Liability, including:
 - 1. Premises and Operations.
 - 2. Products and Completed Operations.
 - 3. Blanket Contractual Liability,
 - 4. Independent CONTRACTORs.
 - 5. Broad Form Property Damage.
 - 6. Personal Injury Liability.
 - 7. Incidental Medical Malpractice.
 - 8. Fire Legal Liability
- B. Auto Liability Insurance
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

- A. Commercial General Liability:
 - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, non-owned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context,

being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. **ACCEPTABILITY OF INSURANCE COMPANY**

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 **VERIFICATION OF COVERAGE**

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 **COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 SUBCONTRACTORS' INSURANCE REQUIREMENTS:

CONTRACTORS shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All coverages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of forty thousand Dollars (\$40,000) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. No amount shall be paid to CONTRACTOR to reimburse its expenses. The contract will not exceed the expenditure of \$40,000 during any fiscal year.

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. Acceptance of services and approval of invoices by the CITY shall not be unreasonably withheld.

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 CONTRACTOR at:

South Florida Regional Planning Council
1 Oakwood Blvd, #250
Hollywood, Florida 33020

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 either party. Termination for convenience shall be effective on the termination date stated in written notice provided by the terminating party, which termination date shall be not less than thirty (30) days after the date of such written notice.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by the CITY, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which

are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage 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, CONTRACTOR 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 CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR 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 CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR 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 CONTRACTOR's and its subcontractors' records, CONTRACTOR 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 CONTRACTOR 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.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR 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 CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a

CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, 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, CONTRACTOR 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 CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR 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 CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR 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

City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

James Sylvain
Attn: Public Works
630 NW 2nd Street
Hallandale Beach, FL 33009

And:

City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:

South Florida Regional Planning Council
Attn: Isabel Cosio Carballo
Executive Director
1 Oakwood Blvd, # 250
Hollywood, FL 33020

With Copy to:

Samuel S. Goren
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard

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 CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR 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.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR'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 CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

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

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR 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 County, 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, CONTRACTOR 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 CONTRACTOR 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

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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 CONTRACTOR 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 Exhibits 1 are hereby 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 CONTRACTOR 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.

CONTRACTOR'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.

CONTRACTOR 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, CONTRACTOR 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).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation

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(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.

CONTRACTOR 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.

- a. The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- b. 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.
- c. The City may terminate the Contract if the Contractor fails to comply with this section.
- d. 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 _____, day of _____, 20____, signing by _____ and through its City Manager, duly authorized to execute same, and SOUTH FLORIDA REGIONAL PLANNING COUNCIL, signing by _____ and through its Executive Director duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
Greg Chavarria, CITY MANAGER

_____ day of _____, 20____

Approved as to legal sufficiency and form by
CITY ATTORNEY

Jennifer Merino, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR

ATTEST:

SOUTH FLORIDA REGIONAL PLANNING
COUNCIL

By _____
Isabel Cosio Carballo, MPA,
Executive Director

_____ Day of _____, 20____.

Approved as to legal sufficiency and form

SAMUEL S. GOREN, ESQ.
SFRPC General Counsel

Exhibit 1- Scope of Work

SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2231, Chapter 2019-115, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Grantee shall develop a Post-Disaster Redevelopment Plan (PDRP) for the City of Hallandale Beach. Grantee shall develop and convene a stakeholder group that shall assist in the development of the Plan and shall hold three (3) publicly advertised stakeholder workshops to garner input and feedback from stakeholders and the public. Grantee shall develop the Plan following both the (1) *Post-Disaster Redevelopment Planning: A Guide for Florida Communities* (2010) and (2) *Post-Disaster Redevelopment Planning: Addressing Adaptation During Long-Term Recovery* (2nd Revised Edition, June 2018) documents published by the Florida Department of Economic Opportunity (formerly the Department of Community Affairs) and Florida Division of Emergency Management. Finally, Grantee shall present the Final PDRP to the Hallandale Beach City Commission for consideration of adoption.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this Section 3 and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement.

A. Deliverable 1. Research, Analysis and Stakeholder Organization.

Grantee shall:

1. Prepare a written Research Report that includes:
 - An assessment of the City's capacity to implement the forthcoming PDRP including a review of local plans, programs, and resources (staffing and

- financial) that are compatible with post-disaster redevelopment.
 - A review of existing vulnerability assessments including: the Broward County Enhanced Local Mitigation Strategy, State of Florida Comprehensive Emergency Management Plan, City Floodplain Management and Hazard Mitigation Plan, City Comprehensive Plan, the South Florida Regional Planning Council produced Risk Assessment related to king tide flooding, compound flooding, and sea level rise with category 1 storm surge, and forthcoming sea level rise vulnerability maps.
 - An additional transportation vulnerability analysis utilizing the University of Florida GeoPlan Sea Level Scenario Sketch Planning Tool.
 - A basic implementation structure for the forthcoming PDRP.
2. Assemble a group of key stakeholders for the purpose of the PDRP development. To the extent feasible, stakeholders with expertise in each of the subject areas in Section 3.C.1. will be invited to participate.

B. Deliverable 2. Stakeholder/Public Engagement and Plan Development

Grantee shall:

1. Conduct a minimum of two (2) publicly advertised stakeholder workshops that involves:
 - a. A review of the purpose and goals of the PDRP.
 - b. A review of the preliminary assessments or findings developed under Deliverable 1.
 - c. A preliminary identification of vulnerabilities or issues.
 - d. A preliminary identification of strategies or actions to address those vulnerabilities or issues.
 - e. A review of how the Plan will be implemented.

C. Deliverable 3. Draft PDRP and Third Public Stakeholder Workshop.

Grantee shall:

1. Develop a Draft of the PDRP which includes the following:
 - a. An analysis of vulnerabilities or issues identified under Deliverables 1 and 2, including maps where available, as well as strategies or actions to address those vulnerabilities or issues in at least the following topic areas:
 - Land Use
 - Housing
 - Economic Redevelopment

- Infrastructure and Public Facilities
 - Health and Social Services
 - Environment
- b. A prioritized list of long-term recovery issues and actions or strategies to address them.
 - c. Strategy for Plan implementation.
2. Present the Draft PDRP in one (1) publicly advertised stakeholder workshop to garner feedback and comments from key stakeholders and the public.
 3. Draft recommended code amendment language derived from the PDRP.

D. Deliverable 4. Final Post-Disaster Redevelopment Plan and Adoption Hearing.

Grantee shall:

1. Prepare the Final Post-Disaster Redevelopment Plan based on feedback received under Deliverable 3, including comments from DEO, if any. The Final PDRP shall be based upon the data and analysis developed under Deliverables 1 and 2 and shall include all components detailed under Deliverable 3.
2. Conduct one advertised public hearing before the City Commission to consider adoption of the Final Post-Disaster Redevelopment Plan.

4. DEO RESPONSIBILITIES: DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Grantee shall develop a Research Report and	Completion of Deliverable 1 as evidenced by submission of all the	\$10,000	As provided in Section 12 of this Scope of

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<p>a Stakeholder group in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date: February 17, 2020</p>	<p>following:</p> <ol style="list-style-type: none"> 1. Research Report 2. Stakeholder List with affiliation or expertise identified. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		<p>Work, below.</p>
<p>Deliverable 2.</p> <p>Grantee shall hold two (2) publicly noticed public stakeholder workshops in accordance with Section 3.B. of this Scope of Work.</p> <p>Deliverable due date:</p>	<p>Completion of Deliverable 2 as evidenced by submission of all the following:</p> <p>For each of the two (2) public stakeholder workshops:</p> <ol style="list-style-type: none"> 1. Copies of each Public Notice or Advertisement. 2. Copies of each Agenda. 3. Minutes or written summary of the public workshops including any public issues or concerns identified or discussed 	<p>\$10,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

March 30, 2020	<p>during the workshops.</p> <ol style="list-style-type: none"> 4. Copies of handouts and all presentation materials from each workshop. 5. Sign in sheet(s) from each workshop. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Deliverable 3.</p> <p>Grantee shall draft the Post-Disaster Redevelopment Plan and hold one (1) publicly advertised stakeholder workshop in accordance with Section 3.C. of this Scope of Work.</p>	<p>Completion of Deliverable 3 as evidenced by submission of all the following:</p> <ol style="list-style-type: none"> 1. Draft Post-Disaster Redevelopment Plan. 2. Copy of Public Notice or Advertisement. 3. Copy of Agenda. 4. Minutes or written summary of the public workshop including any public issues or concerns identified or discussed during the 	<p>\$17,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p>Deliverable due date: April 30, 2020</p>	<p>workshop.</p> <ol style="list-style-type: none"> 5. Copies of handouts and all presentation materials from the workshop. 6. Sign in sheet from the workshop. 7. Briefing document on comments and input, and how/if they were addressed. 8. Draft recommended code amendment language. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p>Deliverable 4.</p> <p>Grantee shall finalize the Post-Disaster Redevelopment Plan and hold a publicly noticed adoption hearing in accordance with Section 3.D. of this</p>	<p>Completion of Deliverable 4 as evidenced by submission of all the following:</p> <ol style="list-style-type: none"> 1. Final Post-Disaster Redevelopment Plan. 2. Copy of Public Notice or Advertisement. 3. Copy of Agenda. 	<p>\$3,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

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<p>Scope of Work.</p> <p>Deliverable Due Date: May 29, 2020</p> <hr/>	<ol style="list-style-type: none"> 4. Written summary of the meeting. 5. Copies of handouts and all presentation materials from the workshop. 6. Briefing document on comments and input, and how/if they were addressed. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p style="text-align: right;">Total Amount Not to Exceed \$40,000</p>			