

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, SEPTEMBER 26, 2023 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**
 1. Feeding South Florida - *Sponsored by Commissioner James*
 2. Presentation by Public Art Advisory Board Chair, Kelly Sharaby
- 4. PROCLAMATIONS**

1. Hunger Action Month - *Sponsored by Vice Mayor Lewellen*
2. Childhood Cancer Awareness Month - *Sponsored by Commissioner Davis*
3. Hispanic Heritage Month - *Sponsored by Mayor Ryan*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - October 10, 2023 at 5:30 p.m. - CRA Board Meeting
 - October 10, 2023 at 7:00 p.m. - City Commission Meeting
 - October 24, 2023 at 7:00 p.m. - City Commission Meeting

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

8. CONSENT AGENDA

1. Minutes: September 13, 2023 Regular City Commission Meeting Minutes
2. Travel Requests: None.
3. RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH MARTIN GOLD COAST, LLC FOR BUS STOP BENCHES AND SHELTER MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$66,200.00) ANNUALLY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

4. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH SALTZ MICHELSON ARCHITECTS, FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE FIRE ADMINISTRATION EMERGENCY OPERATIONS CENTER AND TRAINING FACILITY IN THE AMOUNT OF FOUR HUNDRED FOUR THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$404,449.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), TO PROVIDE FOR FUNDING FOR THE SW 52ND STREET DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A THREE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$95,500.00) FOR THE VULNERABILITY ASSESSMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE UPDATE OF THE MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

9. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY’S INVESTMENT POLICY, IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 218.415; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE AWARD OF CITY INVITATION TO BID NO. 23-015 FOR PORTABLE TOILET RENTALS TO JOHN TO GO, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOHN TO GO, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

2. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE AWARD OF CITY INVITATION TO BID NO. 23-016 FOR EVENT EQUIPMENT RENTAL TO FIESTA CAROUSEL, INC. AND SUNSHINE TENTS AND EVENTS RENTAL, LLC, WHICH MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING EXECUTION OF AN AGREEMENT WITH BOTH VENDORS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

10. QUASI-JUDICIAL HEARINGS - None.

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”; AT PART 3, “SPECIAL ZONING DISTRICTS”; SUBPART 1 “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS” TO PROVIDE SPECIFIC REGULATIONS FOR THE 4,000 RAC UNITS AUTHORIZED

BY BROWARD COUNTY TO BE ALLOCATED TO THE CRA FORM BASED CODE ZONING DISTRICT THROUGH THE CITY’S COMPREHENSIVE PLAN AMENDMENT TO BE ADOPTED IN DECEMBER 2023, TO PROVIDE FOR A SPECIFIC FORM BASED REGULATION FOR THE 4,000 NEW RAC UNITS; AND PROVIDING FOR A VESTING OF THE 2010 RAC UNITS APPROVED UNDER ORDINANCE NO. 2010-007 (ADOPTED ON 9/28/10) UNDER THE REGULATIONS OF THIS SUBPART AS THEY EXISTED IN SUPPLEMENT 154 OF THE DANIA BEACH CODE OF ORDINANCES, DATED NOVEMBER 30, 2022, PUBLISHED BY MUNICIPAL CODE CORPORATION; AND SPECIFICALLY AMENDING THE CRA FORM BASED CODE FOR THE 4,000 UNITS TO ELIMINATE INCENTIVES PROVIDE FOR MANDATORY GREEN CODE REQUIREMENTS AND CLARIFICATIONS, INCLUDING THE FOLLOWING REVISIONS: AMENDING 300-30, ENTITLED “HOW TO DETERMINE THE BUILDABLE AREA OF A LOT, ALLOWABLE DENSITY AND BUILDING HEIGHT”; AMENDING SECTION 300-60, ENTITLED “OTHER DEVELOPMENT REGULATIONS”; AMENDING SECTION 300-80, ENTITLED “INTENT”; AMENDING SECTION 301-20, ENTITLED “APPLICABILITY”; AMENDING SECTION 301-40, ENTITLED “SITE PLAN PROCEDURES”; AMENDING SECTION 301-50, ENTITLED “VARIATIONS IN DESIGN; PROCEDURE FOR REVIEW OF DESIGN VARIATIONS”; AMENDING ARTICLE 303, ENTITLED “DISTRICT DEVELOPMENT STANDARDS”; AMENDING SECTION 303-30, ENTITLED “ILLUSTRATED DEVELOPMENT STANDARD DEFINITIONS; INTERPRETATION”; AMENDING THE FOLLOWING SECTIONS: 303-40, ENTITLED “CITY CENTER (CC) DISTRICT”; SECTION 303-50, ENTITLED “NBHD-MU, NEIGHBORHOOD MIXED-USE DISTRICT”; SECTION 303-60, ENTITLED “EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT”; SECTION 303-70, ENTITLED “GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT”; SECTION 303-80, ENTITLED “SFED-MU, SOUTH FEDERAL HIGHWAY CORRIDOR MIXED-USE DISTRICT”; SECTION 303-90, ENTITLED “NBHD-RES, NEIGHBORHOOD RESIDENTIAL DISTRICT”; SECTION 303-100, ENTITLED “MARINE DISTRICT”; ARTICLE 304, ENTITLED “BUILDING HEIGHT AND TRANSITION REGULATIONS”; AT SECTIONS 304-10, ENTITLED “GENERALLY”; SECTION 304-20, ENTITLED “RULES OF HEIGHT TRANSITION FROM RESIDENTIAL ZONING DISTRICTS”; STRIKING SECTION 304-30, ENTITLED “RULES OF HEIGHT TRANSITION ADJACENT TO FEC RAILROAD CORRIDOR”; RENAMING ARTICLE 305 FROM “INCENTIVES” TO “SUSTAINABLE BUILDING REQUIREMENTS”; STRIKING SECTION 305-10 “APPLICABILITY”; STRIKING SECTION 305-20 ENTITLED “SCHEDULE OF INCENTIVES”; STRIKING SECTION 305-30 ENTITLED “INCENTIVES FOR PROVIDING PUBLIC OPEN SPACE”; STRIKING SECTION 305-40, ENTITLED “INCENTIVES FOR PROVIDING ATTAINABLE HOUSING”; STRIKING SECTION 305-50, ENTITLED “SUSTAINABLE BUILDING PRACTICES”; CREATING A NEW SECTION 305-10 ENTITLED “APPLICABILITY”; CREATING A NEW SECTION 305-20 ENTITLED “GREEN BUILDING; GREEN BUILDING PRACTICES”; CREATING A NEW SECTION 305-

30, ENTITLED “THIRD PARTY CERTIFICATION REQUIRED”; STRIKING SECTION 305-60 ENTITLED “PROVIDE PUBLIC PARKING”; STRIKING SECTION 305-70 ENTITLED “INCENTIVES FOR PUBLIC PARKS”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS”; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

12. SECOND READING ORDINANCES - None.

13. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 811-140, OF THE LAND DEVELOPMENT CODE, THE PROPERTY OWNER, COZY COVE MARINA, REQUESTS APPROVAL OF ITS MURAL LOCATED AT 318 N. FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

14. APPOINTMENTS

15. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner James
3. Commissioner Salvino
4. Vice-Mayor Lewellen
5. Mayor Ryan

16. ADJOURNMENT



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, September is Hunger Action Month, an initiative created by Feeding America to help raise awareness about the issue of hunger in the United States and in local communities; and

WHEREAS, since 1981, Feeding South Florida has worked to end hunger in the City of Dania Beach by providing our community in need with immediate access to nutritious food; and

WHEREAS, hunger does not discriminate. It knows no race, religion, or age and addressing the food insecurity needs of children, youth, men, women, seniors, active military, and veterans today is fundamental for the future of the City; and

WHEREAS, in South Florida, approximately one million individuals face hunger. Food should not be an impossible choice for the community of Dania Beach; and

WHEREAS, Feeding South Florida leads hunger and poverty advocacy efforts in our community while transforming lives through innovative programming and education that provides economic growth and overall well-being; and

WHEREAS, the City of Dania Beach is therefore committed to supporting Feeding South Florida, so that together we can achieve a hunger-free South Florida.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim September, 2023 as

HUNGER ACTION MONTH

in the City of Dania Beach, Florida and do encourage all to join in on supporting Feeding South Florida during this month of action!

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, each year in the United States, more than 15,780 children are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and

WHEREAS, childhood cancer is the leading killer of children by disease, and while great strides have been made to bring the five-year survival rate to 84%, nearly 1,500 American children die each year from cancer; and

WHEREAS, worldwide, there are more than 300,000 new childhood cancer diagnoses every year, which means every 3 minutes a family will hear the words 'Your child has cancer'; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, in the last 30 years, only six new drugs have been approved by the FDA to specifically treat childhood cancer; and

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out; and

WHEREAS, hundreds of non-profit organizations at the local and national level are helping children with cancer and their families cope through educational, emotional, and financial support; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and ultimately find a cure.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim September, 2023 as

CHILDHOOD CANCER AWARENESS MONTH

in the City of Dania Beach, Florida and do encourage all Americans to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage, and countless contributions of those whose ancestors were native to North America including, Central America, South America, Cuba, Mexico, Spain, and the Caribbean; and

WHEREAS, this year's theme, "Latinos: Driving Prosperity, Power, and Progress in America" encourages us all to embrace Hispanic heritage and focus on the themes of prosperity, power, and progress, recognizing the significant strides of Hispanics in the economic, political, and social growth of the U.S.; and

WHEREAS, we recognize and honor the many ways that Hispanics have enriched the fabric of our society and we rededicate ourselves to acknowledging, promoting, and supporting the advancements of Hispanics in our respective communities; and

WHEREAS, the Hispanic population of the United States is now at 62.5 million, constituting 19% of the total population and where more than 34% of the population of the City of Dania Beach is Hispanic or Latino; and

WHEREAS, locally, Hispanics and Latinos from diverse cultures, races and ethnicities contribute to the vitality and uniqueness of Florida and the City of Dania Beach as residents, business owners, investors, staff, leaders, and volunteers; and

WHEREAS, Juan Ponce De León was the first Spanish explorer to arrive in Florida in 1513 and Spanish heritage started the moment he named the Sunshine State "Pascua Florida," or Feast of Flowers, in honor of Spain's Easter celebration; and

WHEREAS, Hispanics have had a profound, significant, and positive influence on our country through their strong commitment to family and faith and fully embracing the American dream via ambition, work ethic and a great love for the United States and passion for the communities they serve.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim September 15, 2023 to October 15, 2023 as

HISPANIC HERITAGE MONTH

in the City of Dania Beach and encourage all citizens of Dania Beach to join celebrating the vast contributions Hispanics and Latinos have made to the world, to our country, and to our community.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: September 26, 2023

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

This past Friday, September 15th, our Deputy City Manager, Fire Chief, and our Public Services Director joined me in participating in a conference hosted by our State Senator, Jason Pizzo. Emergency Operations/Resiliency, strategies and key funding opportunities were discussed. We seized a great opportunity to converse with Senate Majority Leader, Ben Albritton and Kevin Guthrie the Director of the Emergency Management for the State of Florida. We are preparing for our visit to Tallahassee on the first week of November where we will be seeking \$2 million in funding for our future EOC and the final phase of the SE Drainage project. Planting seeds, seizing opportunities, and building relationships has been key to the record amount of funding via grants and appropriations we have received these past 4 years.

Our Parks and Recreation Director and I met at length on Monday, September 19th, finalizing a draft for your approval regarding our partnership with Olsen Middle School. We have an opportunity to add 7 acres of park land in an area of our City that is vastly growing in population. With more than \$3 million dollars in impact fees paid by new development that can only go towards a new park, we are extremely excited to work with our Parks Contractor, Bermello Ajamil, to bring forward a design that will include new amenities for our community. The proposed new amenities will also positively impact the students at Olsen Middle School. Our investment in our existing parks, a proposed new facility augmenting our green space and enhancing the quality of life for our community is a priority of our adopted Strategic Plan and something we are very proud to be delivering on.

We are exploring an opportunity to possibly partner with Nova Southeastern University where Dania Beach would be the home for their women's crew team. Daniel Alfonso, former City Manager of the City of Miami, is the VP of Facilities and Public Safety at NSU. Alfonso and I have a very good relationship and he wants to invest in a coastal city in Broward and possibly partner with us. NSU is augmenting their women's sports and will be adding crew and lacrosse. We are enhancing our sports program and investing in our green ways and blue ways, hence our intrigue and excitement for our meeting in the first week of October.

We have executed the grant agreement for \$500,000 from the Division of Water Restoration Assistance. This funding is our match to our \$500,000 for the SW 52nd Street Stormwater Improvement Project. We will be providing a timeline for this project shortly.

I want to express my gratitude to CIP and Grants Administrator, Colin Donnelly, for his performance working with the County on the 47th Year CDBG project. The assessment and monitoring process of grants by the agencies that provides us the funding is crucial to ensuring we meet the criteria to receive the monies. The Grant total is \$396,491 and fully funds 45 Solar powered lights in residential areas in our City. Mr. Ralph Stone, Director of Broward County Housing Finance Division, reached out to me to commend Colin Donnelly.

We have hired our new PIO and we look forward to her joining our team the first week of October. She comes to us from our neighboring City of Davie.

On Wednesday, September the 20th, Commissioner James, our Parks Director, and I met with team members from the City of Ft. Lauderdale. The purpose of the meeting was to get insight into the City of Ft. Lauderdale regarding their partnership with Broward County Schools, particularly the Bennett Elementary playground. We will continue to explore all possibilities for funding and partnerships with our local schools.



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: September 26, 2023

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director 

RE: Manager's Monthly Report – August 2023 – Community Development Department

The following is a summary of Community Development Department activity during the month of August 2023.

Community Development Special Projects:

RAC Land Use Amendment. The Future Land Use Amendment application requesting dwelling unit replenishment within the City's Regional Activity Center (RAC) was submitted to Broward County on May 31, 2022. On May 25, 2023, the Broward County Planning Council approved the City's application. On September 6, 2023, the Broward County Commission will hear this item. The application will be transmitted to the State immediately after.

Height and Density Reduction in the Regional Activity Center (RAC). The proposed amendment will be eliminating all incentives in the RAC ultimately reducing the allowable height and density for new development. Consensus was received from the City Commission on May 9, 2023. The department will be scheduling one on one meetings with each elected official in early September. The text amendment will be brought forward for public hearing in September 2023.

Call to Artist. Through the month of July, Community Development coordinated with the City Attorney's Office, the Procurement Division of the Finance Department, as well as the City's Public Art Consultant to publish the City's first Call to Artist for the City Hall Parking Garage East Wall which was published on August 1, 2023. The Public Art Advisory Board will meet on September 18, 2023, to recommend a short list of artists for City Commission approval.

Building Division:

The Building Department reviewed and issued 246 building permit applicants and conducted 1,608 inspections. The Department issued one residential and two commercial Certificates of Occupancy.

Planning and Zoning Division:

SP-065-22/PL-021-22 Imeca Site Plan and Plat: This site plan request is for the construction of a new home restoration/hardware store. Along with the site plan, the applicant is providing a plat application to comply with the Broward Planning Council regulations. This project is in the final stages of DRC review and will be before the City Commission soon.

SP-058-20 MOD Harbor Landings: This project is a previously approved site plan for 8-story affordable housing 275-dwelling units. The modification request is to reduce the height to 7-stories instead of 8, relocate the parking garage from the middle of the development to one side maintaining the same building footprint, and creating a courtyard at the center of the building. In addition, some façade features are being updated. The project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 33 new Certificates of Use applications for new businesses in the City for the month of August.

The Zoning Division processed, inspected and approved four new Vacation Rental applications for the month of August.

Code Enforcement Division:

The Code team is continuing to work with BSO to document and enforce any violations observed at Vacation (short-term) Rental properties, specifically noise, and parking issues.

Code continues to focus on aesthetics of our major corridors; prioritizing, the downtown City Center focusing on blight, graffiti, illegal signage, and dumpster enclosures.

A total of 107 complaints were submitted this month into the City's Ask Dania Beach App and were addressed and inspected by Code staff.

Code continues to work with BSO Homeless Outreach to address homeless issues.

Code has been monitoring temporary signs throughout the City and is working with businesses to explain the City's code and protocols for requesting additional signage.

Code continues to work with Public Services to address bulk trash issues within the City. A total of 15 bulk notices were issued this month.

Beach Ranger and Parking Division:

Beach Rangers patrol downtown City Center and all active construction sites for parking, noise, and early hour activity violations.

Staff reported 11 violations at the beach in the Ask Dania Beach App including safety issues, blight and aesthetics.

Manager's Monthly Report – August 2023

Turtle friendly lighting inspections are being conducted nightly to make sure the City is compliant with State, County, and City Regulations.

Staff continue to monitor the pier, parking lot and sand areas to address violations which include but are not limited to placement of tents, smoking, bonfires, and dogs. 748 violations were observed and addressed.

Beach Rangers are monitoring the City marina for any unauthorized activity.

Beach Rangers work with BSO Homeless Outreach to address homeless issues at the beach.

Oak Hammock Tree Protection Overlay District:

- See attached Summary Report

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
September '20	2	2	0	1	0	0	0	0	0
October '20	0	0	0	0	0	0	0	0	0
November '20	3	3	0	1	1	\$1,500	0	0	0
December '20	2	2	0	1	1	\$1,000	0	0	0
2020 Subtotal	7	7	0	3	2	\$2,500.00	0	0	0
January '21	1	1	0	1	0	0	0	0	0
February '21	1	1	0	1	0	0	0	0	0
March '21	2	1	1	0	0	0	0	0	0
April '21	0	0	0	0	0	0	0	0	1
May '21	0	0	0	0	0	0	0	0	1
June '21	0	0	0	0	0	0	0	0	0
July '21	1	1	0	0	0	0	0	0	1
August '21	0	0	0	0	0	0	0	0	0
September '21	0	0	0	1	0	0	0	0	0
October '21	0	0	0	0	0	0	0	0	0
November '21	0	0	0	0	0	0	0	0	0
December '21	0	0	0	1	0	0	0	0	1
2021 Subtotal	5	4	1	4	0	0	0	0	4

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
January '22	0	0	0	0	0	0	0	0	0
February '22	0	0	0	0	1	0	0	0	1
March '22	0	0	2	0	0	0	0	0	0
April '22	0	0	0	0	0	0	0	0	1
May '22	0	0	0	0	0	0	0	0	0
June '22	0	0	0	0	0	0	0	0	0
July '22	3	0	0	0	0*	0	0	0	0
August '22	0	0	3	0	0	0	0	0	0
September '22	0	0	0	0	1	0	0	0	1
October '22	0	0	0	0	0	0	0	0	0
November '22	0	0	0	0	0	0	0	0	0
December '22	0	0	0	0	0	\$12,000	0	0	1
2022 Subtotal	3	0	5	0	2	\$12,000	0	0	4
January '23	0	0	0	0	0	0	0	0	0
February '23	0	0	0	0	0	16,229.90	0	0	0

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
March '23	0	0	0	0	0	0	0	0	0
April '23	0	0	0	0	0	0	0	0	0
May '23	0	0	0	0	0	0	0	0	0
June '23	0	0	0	0	0	0	0	0	0
July '23	0	0	0	0	0	0	0	0	1
August '23	1	0	1	0	0	0	0	0	3
GRAND TOTAL	15	11	7	7	4	\$30,729.90	0	0	12

Note: Table includes actions documented in the final 4 months of 2020 once "zoning in progress" began

* - Citation/Violation Pending

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

Summary of Activities/Incidents

1. 8/25/20 – Zoning in progress resolution (R-2020-094) approved by City Commission (START OF TRACKING)
2. 9/5/20 – Unpermitted removal of 2 specimen sized live oak trees at 5861 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
3. 11/25/20 – Unpermitted removal of 3 specimen sized live oak trees at 5901 SW 36TH Terrace (3 X HOUSE BILL REMOVALS – City did not agree with report)
4. 12/28/20 – Unpermitted removal of 2 more specimen sized live oak trees at 5901 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
5. 1/24/21 – Unpermitted removal of 1 specimen sized live oak tree at 5870 SW 37TH Avenue (1 X HOUSE BILL REMOVAL – City agreed with report)
6. 1/26/21 – Article 826 – Tree Protection Overlay District ordinance adopted
7. 2/16/21 – Unpermitted removal of 1 specimen sized live oak tree at 5961 SW 37TH Ave (1 X HOUSE BILL REMOVAL – City agreed with report)
8. 3/4/21 – Permitted removal of 1 foxtail palm tree at 5830 SW 37TH Avenue
9. 3/6/21 – Unpermitted removal of 1 specimen sized live oak at 5720 SW 37TH Terrace (1 X HOUSE BILL REMOVAL – City agreed with report)
10. 4/25/21 – Pruning advance notice received for 5910 SW 37TH Ave
11. 5/25/21 – Driveway repaving at 5861 SW 36TH Terrace (prior House Bill Removal – grandfathered – see item 2 above). Added to Overlay Summary because site does not meet minimum overlay district landscape standards even though no landscape alterations occurred.
12. 7/16/21 – General license request to remove specimen tree denied. Tree removed using house bill (1 X HOUSE BILL REMOVAL – City did not agree with report)
13. 9/15/21 – Complaint alleging excessive root impacts at 5940 SW 37TH Ave
14. 12/13/21 – Complaint investigation at 5930 SW 36TH Terrace
15. 12/20/21 – Tree removal coordination w/new owner of 5720 SW 37TH Terrace.
16. 2/25/2022 – Tree removal permit application submitted for 5981 SW 37TH Terrace. Evaluation in progress.
17. 2/26/2022 – Citation/Violation at 5840 SW 37 Ave for trimming without permit/providing notice. Violation later rescinded due to all actual trimming activities being acceptable under Article 826

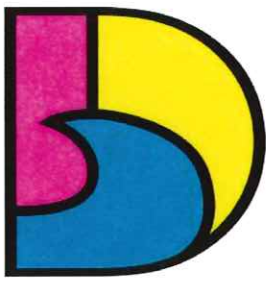
ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

18. 3/30/2022 – approval for removal of 2 hazard trees and hazard mitigation pruning of a 3rd tree at 5981 SW 37 Terr – no mitigation due to remaining trees exceeding code requirements.
19. 4/20/2022 – Tree removal permit application received for 5861 SW 37 Terrace. Numerous tree removals proposed on double lot for major residential modification. Evaluation/Coordination in progress.
20. 7/27/2022 – Unauthorized tree removal (3 oaks) at 5940 SW 37th Ave. Attempted to use invalid arborist report from 2 years prior by W. Granda (certification revoked by ISA, and removals occurred after effective date 7/1/2022 of updated HB statute FL SB 518 (22R). Code citation pending completion of project background data/research.
21. 8/20/2022 – Authorized removal of 3 hazard trees at 5840 SW 37th Ave. One hollow, one growing within eave of house, third sandwiched in between, leaning significantly over structure, and unable to ensure stability after removal of other two. Remaining trees exceed minimum requirements. No mitigation required.
22. 9/2/2022-Citation #22-1155 issued 4950 SW 37th Ave
23. 11/17/2022 – Special Magistrate Hearing for cited property 5940 SW 37th Ave for unauthorized tree removals (Case continued to December).
24. 12/15/2022 – Special Magistrate Hearing for cited property 5940 SW 37th Ave (Judgment against-\$12,000 fine).
25. 12/20/2022- 5901 SW 37th Ave, permit # 22-2237. Under review/notes in New World.
26. 1/31/2023- 5901 SW 37th Ave, Permit# 22-2237. No tree conflicts were found during inspection, permit approved 1/31/23.
27. 2/22/23-5940 SW 37 Ave-Permit # 23-0293. After-the-fact Tree Removal Permit Approval (16,029.90 (Mitigation Fee) + \$200(Processing Fee))= \$16,229.90 Total
28. 2/28/23- 5830 SW 36 Terr (#21-1914), Approval for new addition to home. No tree work will be performed for this project.
29. 3/23/23- 5821 SW 36 Terr, permit # 23-0382 To replace chain link fence. Spoke with homeowner to confirm that no tree work will be performed for this project and approved in new world with notes.
30. 4/27/2023-5810 SW 36 Ter, Permit #23-0587. Fence permit approved, no tree work to be performed for this project.
31. 06/29/2023-5910/5960 SW 37th Terrace, request from homeowners to prune several southern oak trees on their property.
32. 07/03/2023-5910/5960 SW 37th Terrace, inspection, and coordination with homeowners to remove one poor condition southern oak tree and the removal of deadwood and corrective/reduction pruning to several southern oak trees on both properties. Tree work to be conducted within the first two weeks of July 2023. Tree removal pending.
33. 07/11/2023-Canceled Tree Removal License 23-0961, 5960 SW 37th Terrace, ongoing coordination for pruning only.

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

- 34. 07/25/2023-5900 SW 37th Ave, email inquiry regarding protection of Southern oak trees during proposed construction. Ongoing coordination with Notowitz residents and architect.
- 35. 08/01/2023- 5900 SW 37th Ave Tree inspection on site to discuss proposed home addition project. Ongoing coordination.
- 36. 08/05/2023 – 5961 SW 37th Ave (23-1473) application received for tree removal. Not yet approved.
- 37. 08/9/2023 – 5861 SW 37th Ave (23-1375) application received for tree removal. Not yet approved.
- 38. 08/24/23 – 5881 SW 36th Terr inspection on site and approval to remove hazard oak tree.



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: September 18, 2023

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer *LG*

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities over the last month:

Recruitment

- **Open Recruitment:**

- Lifeguard On-Call (2 positions) – ongoing recruitment
- Maintenance Worker I-Landscaping (2)
- Operator A, Water Treatment Plant – ongoing recruitment

- **Interview/Offer Process**

- Accountant
- Systems Administrator
- Senior Planner
- Receptionist
- Beach Ranger P/T
- Cemetery Foreman
- Cemetery Assistant
- Project Manager
- Equipment Operator – BEAM Team
- Park Ranger P/T (2)
- Recreation Assistant P/T

- **Background Process**

- Code Compliance Officer
- Beach Ranger
- Lifeguard On-Call
- Public Information Officer (PIO)
- Recreation Program Coordinator

- **Recent Hires**

- Administrative Specialist
- Lifeguard On-Call
- Code Compliance Officer

- Recreation Assistant P/T (2)
- Beach Ranger Full-Time
- Maintenance Worker II, Landscaping
- Equipment Operator II - Stormwater
- Technician, Utility Customer Services

Recruitment

Our Recruitment team implemented our recruitment plan for the new positions slated for October 1 for the 2023-2024 fiscal year. We were able to advertise our vacancies during the month of August, giving us an advantage over other municipalities who are waiting for budget approval before starting their advertising campaigns.

The response to our early advertisements has been outstanding as the number of candidates that applied for some of the vacancies are in the hundreds. Our recruiters have been spending many hours screening applications for these now closed advertisements. Our target is to fill these positions over the next four weeks. We will continue to work closely with our management team to provide them with the best possible candidates during the interview phase of the recruitment cycle. We have also streamlined our interview process to expedite the decision-making and reduce time-to-hire. Our end goal is to make the best possible hire for our team and culture.

Training and Development/Safety

We have been auditing our safety training records and sending out reminders regarding the deadline to complete safety training by September 30. As such our full-time team members have been working diligently towards completing their 8 hours of safety training to receive an additional day off or “safety day” to be used during our next fiscal year.

We are currently in the planning stage for our Annual Management Retreat on October 11. This year the event will be held at the Le Meridian.

In line with our commitment to the professional development of the City’s talent, Claudia Sanchez, attended the 2023 Annual Florida HR Conference in Orlando August 27-29. This was the first major conference she attended since being employed with the City. This was a great opportunity for Claudia to attend multiple training sessions over the course of three days and expand on her HR knowledge.

Benefits

The City’s Open Enrollment period was from August 28 to September 8. We hosted two Open Enrollment sessions at City Hall, on August 3, with our partner Jodi Beale from the Gehring group. During the two sessions, the employees in attendance were given a full presentation on our benefits programs. They also had the opportunity to ask questions regarding benefits options or making changes for the upcoming plan year. Employees were advised to submit any desired changes via our online platform, Bentek. These benefit changes are effective on October 1, 2023, and will be reflected in the first paycheck paid in October.

On the subsequent payroll in October, employees will be receiving the 7% Cost of Living Adjustment (COLA) which also has an effective date October 1, 2023. We have been meeting with the Finance team to ensure that we are coordinated in our efforts to implement the increases and benefits changes in the most seamless way possible.

We are currently preparing for the benefits review period designated for retirees, dependents, and surviving spouses aged 65 and older who are enrolled in the Medicare Advantage plan. We have approximately 85 individuals enrolled in this plan. During this year's benefit review period, there will be a modest increase of \$3.61 a month. However, the City experienced an overall \$15,000 in savings for all combined health insurance changes this year. We are committed to ensuring that our retirees and their eligible family members receive the best possible benefits and support.

We are currently participating in the planning stage for the Annual Employee Picnic scheduled for October 14.

Risk Management

We held our claims review meeting on August 17. Additionally, we just successfully renewed our comprehensive insurance package for all Liability and Worker's Compensation plans and wrapped up the annual renewal applications for the City's flood policies.

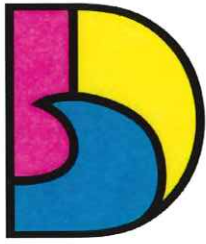
On August 23, we held our third quarter Safety Committee Meeting. The team addressed the importance of preventing heat-related issues, exhaustion, stress, and the need for staying properly hydrated, especially in physically demanding roles. The Patch sheds have been replaced and installed, which was the last piece to finalize the repairs from the April 12 flooding. Pam Hancock, from Public Risk Advisors, provided the group with a summary of Liability and Workers Compensation claims, highlighting trends. There has been a decrease in Worker's Compensation and Liability cases since 2022. This reflects our collective efforts to minimize risks and provide a robust safety program for our team members and protect the City's assets. We have also challenged the Safety Committee members to come up with ideas to expand initiatives for the program.

Continuous Improvement Projects

Software initiatives for the new Fiscal Year to support the continuous improvement of our HR processes are well on the way.

- a) Verification of Employment (VOE) – We are currently in the process of verifying employee data to with the vendor. Once the data verification process is complete, the service will be implemented.
- b) Single-Sign (SSO) on for NeoGov application
- c) Bentek enhancement for status changes for employees
- d) Bulk upload with Laserfiche for employee documents.
- e) Laserfiche/Optiview integration for records -We have completed this project and files have been moved to Laserfiche.

We have implemented an internal audit program to ensure compliance with our HR SOPs. The Deputy HR Director has been tasked with ensuring that these audits are completed in a timely manner and will address any audits deficiencies if necessary.



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: September 19, 2023

TO: Ana M. Garcia, ICMA-CM, City Manager

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

CIP project updates:

- CW Thomas Park – Bermello and Associates and Burkhardt Construction has responded to all DRC comments and resubmitted the application. 60% of design renderings have been submitted to staff and the Construction Manager at Risk, Burkhardt Construction.
- IT Parker – The construction contractor, Vercetti, has been approved by the City Commission. Staff is working to negotiate the agreement to begin construction as soon as possible.
- Mullikin Park – The agreement for the Design Services with Kimley-Horn has been approved by City Commission. They have ordered the Park Survey and staff is holding a kick-off meeting with Kimley-Horn on September 20th.
- Mildred Jones Park – Staff is has obtained two or three quotes for the installation of a shade sail over the north exercise stations. The third contractor has met staff at the site, and we are awaiting submission of the quote.
- Olsen Middle School – staff is in the early stages of starting the process to begin a design concept for the land by Olsen Middle School.
- Chester Byrd Park – staff has submitted the FRDAP grant application for funding of Chester Byrd Park.

Due to the summer heat, lifeguards have been responding to heat emergencies. With the school year beginning, crowds have decreased at the beach.

Ocean Rescue Report:

- Rescues – 4
- Medical – 2
- Law Enforcement Calls – 4
- Missing Persons – 2
- Wildlife or Domestic Rescues – 2

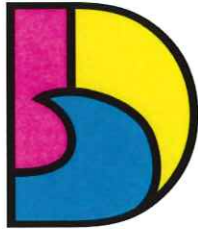
The FY23/24 Rising Stars After School Program began at CW Thomas, PJ Meli Park and Frost Park on Monday, August 21st. Frost Park is sold out at 31 participants, CW Thomas is sold out at 31 participants with 4 participants on the waiting list and PJ Meli has 22 participants. These are record numbers in only our third year of the program. We hope to increase capacity numbers once we receive our third van to assist with transportation. The van is on order, but has not arrived yet.

Staff is deep into the planning of the return of Dania After Dark with the first event on October 14, 2023. This Oktoberfest themed event is sure to be a hit! Ticket sales have opened for the beer sampling and 168 tickets have been sold thus far! Staff is excited and can't wait!

A number of NEW programs have started or are in the pipeline to start this fall. Groovin Gourmet began at PJ Meli Park. This is a paid program where kids are learning the basics of cooking and making basic foods. CW Thomas has registration open for four new programs, Tiny Tots, Youth Soccer Clinics, a youth Basketball league, and Volleyball Clinics. Frost Park is beginning a contracted youth baseball program with Skyhawks Sports Academy. As well, a new 7 vs 7 Adult Flag Football League is beginning.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park, and PJ Meli Park
- Gracefully Aging at CW Thomas Park
- Adult Crafting Class at CW Thomas Park
- Domino Club at CW Thomas Park
- YAC at CW Thomas Park
- Teen Club at CW Thomas Park
- Dolphins Football and Cheerleading at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Free to Be Creative Arts Dance at PJ Meli Park
- Adult Kickball at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Tarpon Soccer at Frost Park
- Kreation Station at Frost Park
- H.I.T.T Program at Frost Park



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: September 26, 2023

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer

RE: PUBLIC SERVICES DEPARTMENT ACTIVITIES – August 22 through September 25, 2023

Fernando J.
Rodriguez
Public Services Director

D. Akin Ozaydin

Provided below is a summary of the main PSD activities for roughly the past eight to 10 weeks:

SW 43rd Terrace Drainage Project – All drainage infrastructure components have been installed and the roadway paving is substantially complete. Broward County will be relocating the valves on the roadway in the next two to three weeks. This will be followed by roadway striping and some additional details required to finish the project. Weather permitting, the work is projected to be substantially complete by the end of October.

Pier Refurbishing Project: The project continues to progress, with the important entrance ramp and the fire line conduit replacement finished in late July. The joint concrete pours in the structure's bents generated delays in August, but are now in the being worked on, with inspections to follow. The project's expected completion time frame has been revised to late 2023.

Stormwater Master Plan (SWMP) – Data collection by Chen Moore and Associates is in going forward at a good pace, and includes mapping drainage basins, inventory of existing structures, and the selection of appropriate computer models to conduct the analysis. CMA is working with PSD to carry out the outreach effort in the coming six to eight weeks. Completion of the SWMP is a complex undertaking that considers the interconnectedness of various city zones. The work will take approximately 14 months from the current date to complete.

Median Electrification – Griffin Road – The City's continuing efforts to enhance aesthetics in public spaces includes improving the quality of holiday decorations. The provision of electricity to the main corridors' medians will allow for beautiful and impactful lit decorations to be installed for the holidays. Griffin Road will be the first such median, and the work to bring electric power via underground conduits is nearly complete. A few remaining steps are being pursued for the permitting process required for the actual decoration placements.



PUBLIC SERVICES ACTIVITIES – August 22 to September 25, 2023

Date: September 26, 2023

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking path. This attractive space will include lit bollards along the path as well as trees. The area's design will be completed this week. Estimated completion is in the first quarter of 2024.

Citywide Landscape Master Plan – The design for the east side of Griffin Road was begun in August and is expected to be completed in November. This will be followed by the procurement process required to get to the construction phase. It is expected that the bidding and permitting (both County and FDOT) will be completed by early 2024 with completion of the work expected by summer 2024.

SE Drainage Improvement Project – The bid for Phase I of this long-awaited project was advertised in July. Responses will be received in the coming few days to be followed by the contractor's selection in November. Depending on various factors, including contractor mobilization, work on the first phase of the project is expected to start late in the year or early in 2024.

GRANTS

2023-2024 Statewide Flooding and Sea Level Rise Resiliency Plan

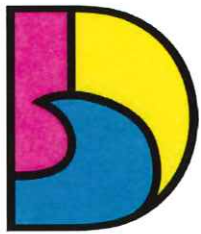
The Florida Department of Environmental Protection announced the grant funding for the 2023-2024 Statewide Flooding and Sea Level Rise Resiliency Plan. FDEP awarded the City \$2.1M in grant funding for rehabilitating lift stations 6, 15, and 16. Staff is developing the funding agreement with the FDEP for subsequent submission to the Commission for approval.

Sargassum Reimbursement Grant

The Florida Division of Emergency Management issued a notice of available funding to reimburse local governments for their costs related to the removal of sargassum seaweed. In coordination with the Finance and Recreation Department, PSD submitted a grant application in the amount of \$56,320.00.

2023 Justice Assistant Grant

The City of Dania Beach partnered with other Broward County municipal police departments in applying for the Edward Byrne Memorial Justice Assistance Grant. The Broward Sheriff's Office will use any awarded funds to address auto thefts and implement its conveyance and business burglary prevention initiative. Funding is limited to \$19,480.00.



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CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: August 2023
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

Ongoing Communication

The City's website, social media, and TV Channel 78 are continuously updated with relevant, new, and important information. Media support is provided to all City departments and their projects. There is a continuous effort to grow engagement on social media platforms by implementing best practices. Below are the latest social media, website, and visual communications including special event activities:

- Promoted the Back-to-School Beach Cleanup, produced a recap video.
- Promoted the Storm Protection Program. The public workshop was well attended in-person and online. Applications in the first week exceeded expectations.
- Produced logo and branding for Dania After Dark Oktoberfest and initiated marketing plan.
- Produced and shared information on the sandbag distribution, new park programs, water flushing period, railroad closures, call to artists, back-to-school, king tides, blood drive, fall festival, construction traffic detours, among others.
- Outlining, drafting layout and gathering content for annual newsletter.
- Analytics –
 - Facebook: Reach, 52K, Page visits, 4.3K, New followers, 113; Followers, 8.8K; Post engagement rate, 6%
 - Instagram: Profile impressions, 33K; Users, 18K; Reach 6.3K; Page visits, 1K; New Followers, 140; Followers, 4.8K; Post engagement rate, 6.81%
 - Twitter: Followers, 2.6K; Post impressions, 6.8K; Post engagement rate, 2.4%
 - YouTube: Page video views, 1.4K; Subscribers, 448
 - LinkedIn: Post impressions, 899; Followers, 894; Page views, 367



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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: September 18th, 2023

TO: Ana M. Garcia, ICMA - CM, City Manager

FROM: Jason Tarala, Captain/Chief - Broward Sheriff's Office

RE: Dania Beach Monthly Memo to City Manager - August to September 2023

Below are the Monthly Crime Reports for part 1 crimes from 8/11/2023 to 9/14/2023:



BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH

MONTHLY CRIME REPORT 8/11/2023 - 9/14/2023

Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT	1		1	3	1				1	7
AGGRAVATED BATTERY			2	2	1					5
AGGRAVATED STALKING			1							1
AUTO THEFT	8	3		3	1	3	1	3	3	25
AUTO THEFT - MOTORCYCLE	1									1
AUTO THEFT - OTHER		1				1				2
BURGLARY BUILDING/STRUCTURE	1		1							2
BURGLARY BUSINESS			1			2				3
BURGLARY CONVEYANCE	1	2		1	1	3			2	10
BURGLARY RESIDENCE	1	1	3	1	1	2	2			11
ROBBERY		2		1					1	4
THEFT - ALL OTHER	2	5	5	2	2	4		1	1	23
THEFT - MOTOR VEHICLE PARTS	1		1	2	1	1		1		8
THEFT - RETAIL / SHOPLIFTING	1	7	1			3			14	26
Grand Total	17	21	16	15	8	19	3	5	22	128

Notable Increases/Decreases

When compared to the previous month:

- Overall, **part 1 crimes decreased** by 18%
- Conveyance/vehicle burglaries **decreased** from 44 incidents to 10 – a 77% decrease
- General thefts and retail thefts experienced no change
- Auto thefts **increased**.

Total Arrests

8/11/2023 – 9/14/2023
94

- 71 arrests made by Road Patrol
- 11 arrests made by the Crime Suppression Team
- 12 arrests made by Criminal Investigations

Notable Arrests and Seizures

- A suspect was arrested for stealing multiple vehicles in several jurisdictions. His personal Ford F250 truck was equipped with a tow truck boom lift. This allowed him to steal the vehicles quickly and quietly. He is also a suspect in numerous thefts from the City of Hollywood.
- In unrelated cases, two stolen vehicles were recovered on the city's east side.
- A victim's home was burglarized while he was asleep inside. He awoke to the suspect standing over him on the couch, making erratic, threatening comments. The victim ran out of the house and was chased by the suspect, where he was then battered outside the residence. Upon deputies' arrival, a foot pursuit ensued, and the suspect was apprehended and charged accordingly.
- A victim's home was burglarized, and eight firearms were stolen. Through investigative means, our Dania Beach detectives were able to locate and arrest the suspect. Two of the eight firearms were recovered.
- A juvenile suspect was arrested for committing vehicle burglaries in Dania Pointe. When our deputies apprehended him, two firearms and burglary tools were in his possession.
- An elderly male victim drove his vehicle into the 7-Eleven parking lot after realizing he was being followed. The suspect approached the victim's vehicle, opened the car door, and punched the victim in the face several times. The suspect then fled the scene. Through investigative means, our Dania Beach detectives were able to identify and arrest the suspect.

Homeless Outreach Team

- Efforts remain in place to try and obtain an ex-parte for Timothy Collins. Recently, Mr. Collins was found emaciated and dehydrated in the sun, sitting in his wheelchair. He was transported to Broward Health for a mental and physical evaluation. The Homeless Outreach Task Force will continue their follow-up assessment from the hospital.
- Deputies and code enforcement officers remain vigilant in addressing the sporadic development of pop-up encampments on vacant lots and uninhabited properties.
- Another transient resident was successfully reunited with their sister in Tennessee via Greyhound buses.
- If Homeless Outreach services are continuously rejected, these individuals are expected to follow the law. If laws are broken, appropriate action is taken.
- Over the past four weeks, our Homeless outreach team has made 12 arrests and conducted three successful mental health interventions.

Neighborhood Support Team (NST)

C.O.P. Orientation – August 17, 2023 – Dep. Hoff and Dep. Session held C.O.P. Orientation for four new C.O.P. members that will be ready for service as C.O.P. meetings resume in the month of September, following the summer break.

Fraud Presentation – August 23, 2023 – Dep. Hoff, Dep. Session, and Det. Ciccone provided an informational session to approximately 20-25 seniors at Conviva Healthcare regarding fraud.

Meetings Zoom/In Person

- **August 18, 2023** – Sephora Grand Opening – 10:00am
- **August 24, 2023** – State of the City – Dania Beach Chamber Event – 11:00am
- **August 29, 2023** – Jewish High Holiday Briefing – 10:00am
- **August 30, 2023** – South Florida Crime Prevention Meeting
- **September 7, 2023** – Gracefully Aging – 11:00am
- **September 13, 2023** – Dania Beach Chamber Meeting – 11:30am
- **September 14, 2023** – J Crew Grand Opening – 10:00am

49H-HOLD-UP ALARM	1
49S-SILENT ALARM	2
51-TRESPASSING	6
53-EMBEZZLEMENT-FRAUD	3
65-SHOPLIFTER	1
66-CIVIL MATTER/CUSTODY ISSUE	7
68-POLICE SERVICE CALL	102
69-ANIMAL SERVICE CALL	1
72-LOST/FOUND PROPERTY	1
73-TRAFFIC/PARKING COMPLAINT	3
76-AOA (ASSIST OTHER AGENCY)	13
911 HANG UP/DROP OFF	14
COMMERCIAL STRUCTURE FIRE ALARM	1
GAS LEAK/GAS ODOR	1
Grand Total	276



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

EXTERNAL MEMORANDUM

DATE: September 19, 2023

TO: Ana M. Garcia, ICMA- CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

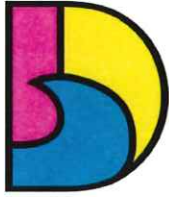
Please see the requested information below concerning the August 16, 2023, through August September 19, 2023 of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews
- Agenda reviews team conference calls
- Agenda reviews with Commissioners
- Dania Beach Commission Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 09/19/2023
- Station 1 Safe Air System and Air Movement System is installed we are waiting on final electrical connections and system to be tested project should be complete by 09/30/2023
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 09/19/2023
- Fire Truck (Quint 1) our ladder truck is still being refurbished at Ten8 service center in Georgia continued monitoring. Truck updated should return now in October. Will have to travel to facility to complete final inspection.
- Security Cameras for Fire Station 1 equipment arrived with the vendor and will be installed by late November.
- Security Gate for Station 1 is completed Station Security Enhanced
- Meeting with City Team – Resiliency and Emergency Operations Senator Pizzo, Senator Albriton
- Follow up on Fire Code reference food truck gas inspections – still working on it as of 09/19/2023

- BORA (Board of Rules and Appeals) Meeting
- Open Discussion Meeting with BORA – Open to public
- September 11 Commemoration and R-201 Push in Ceremony Completed

Training during this period – Fire Based Company Training, Station 1 Site visit by BSO Nutritionist, Comprehensive Classification Study, Fire Gear Bi Annual Cleaning, First Responder Health & Wellness Better Sleep Better Health,

- Community Outreach – 9/11 Event Station 1, Firefighters visit C.W. Thomas Park September 12, 2023 history of 9/11 Card Presentation by Children to Firefighters.



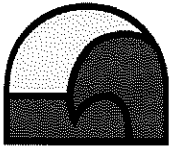
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM: Megan Jelaso Revenue Accountant
DATE: September 1, 2023
SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



DANIA BEACH
SEA, IT, LIVE IT, LOVE IT.

Business Listing Report

Business Start Date 08/01/23 - 08/31/23

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
2748 SOUTH WEST REALTY LLC	2748 SOUTH WEST REALTY LLC	811 AVENUE W, BROOKLYN, NY 11223	(631) 480-3399		08/02/2023	
A GSA ACADEMY SCHOOL	GOOD SHEPHERD ACADEMY SCHOOL INC	140 S FEDERAL HWY - 2ND FLOOR, DANIA BEACH, FL 33004	(305) 328-9523		08/21/2023	
BLUE OCEAN SPA ENTERPRISES INC	BLUE OCEAN SPA ENTERPRISES INC	212 N FEDERAL HWY STE 201, DANIA BEACH, FL 33004	(646) 510-5281		08/23/2023	
CINEMA TECH SEATING INC	CINEMA TECH SEATING INC	73 SW 12 AVE 110-1, DANIA BEACH, FL 33304	(972) 381-1071		08/08/2023	
DRY MASTERS SPECIALIST LLC	DRY MASTERS SPECIALIST LLC	4485 STIRLING RD 204, DANIA BEACH, FL 33314	(305) 322-1319		08/14/2023	
ELIORAN PROPERTIES 14 ST DANIA LLC	ELIORAN PROPERTIES 14 ST DANIA LLC	37 SW 14 ST, Dania Beach, FL 33004	(781) 690-2886		08/10/2023	
F.E.V. INVESTMENTS INC	F.E.V. INVESTMENTS INC	11 SW 12 AVE 112-4, DANIA BEACH, FL 33304	(954) 925-3625		08/30/2023	
FITZRUN	ROBINSON SPORTS INC	1811 POINTE BLVD, DANIA BEACH, FL 33004	(941) 722-3369		08/11/2023	
FLOWERS BY SARA LLC	FLOWERS BY SARA LLC	34 S FEDERAL HWY B, DANIA BEACH, FL 33004	(786) 548-7127		08/10/2023	
KOUBA GROUP MANAGEMENT LLC	KOUBA GROUP MANAGEMENT LLC	121 SW 5 CT, Dania Beach, FL 33004	(786) 858-0085		08/29/2023	
MADISON NATIONAL LIFE INS	MADISON NATIONAL LIFE INS	0 CITY BUSINESS, Dania Beach, FL 33004	(217) 789-2500		08/29/2023	
MARINA MILE 105 LLC	MARINA MILE 105 LLC	2890 STATE RD 84 105, Dania Beach, FL 33312	(954) 320-7899		08/24/2023	
NEXT LEVEL AVIATION LLC	NEXT LEVEL AVIATION LLC	110 SW 12 AVE, Dania Beach, FL 33004	(954) 303-8225		08/09/2023	
PARROT'S RIVER LLC	PARROT'S RIVER LLC	113 NW 10 CT, Dania Beach, FL	(754) 223-7764		08/02/2023	
PARROT'S RIVER LLC	PARROT'S RIVER LLC	679 SW 1 ST, Dania Beach, FL 33004	(754) 223-7764		08/02/2023	
SAR INVESTMENT LLC	SAR INVESTMENT LLC	500 NE 2 ST 216, DANIA BEACH, FL 33004	(754) 267-6544		08/24/2023	
SAR INVESTMENT LLC	SAR INVESTMENT LLC	500 NE 2 ST 412, DANIA BEACH, FL 33004	(754) 267-6544		08/24/2023	
SEPHORA USA INC	SEPHORA USA INC	131 N POINTE DRIVE, DANIA BEACH, FL 33004	(415) 284-3700		08/15/2023	
TUSCANY VILLAS	TUSCANY VILLAS	4696 SW 33 AVE, Dania Beach, FL	(305) 726-8822		08/29/2023	

Businesses 19



CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

TO: Ana M. Garcia, ICMA-CM, City Manager.

FROM: Adam Segal, Deputy Finance Director

DATE: September 15, 2023

SUBJECT: Finance Monthly Report – August 2023

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

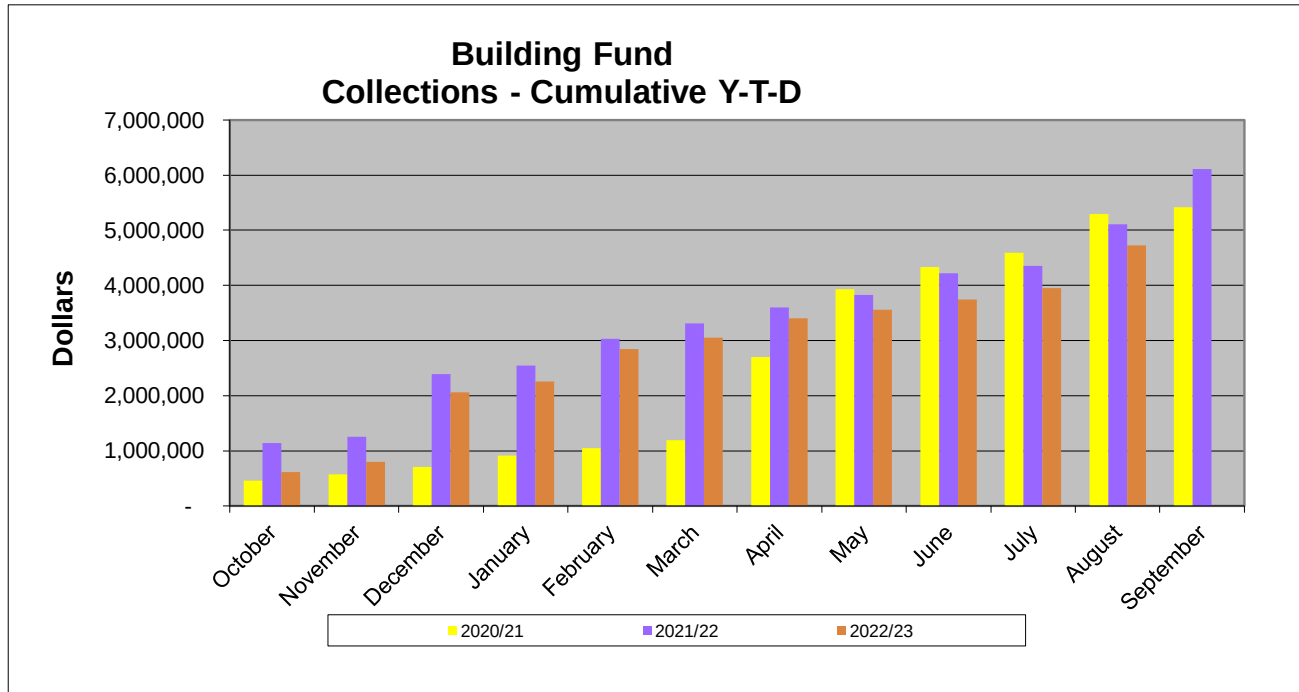
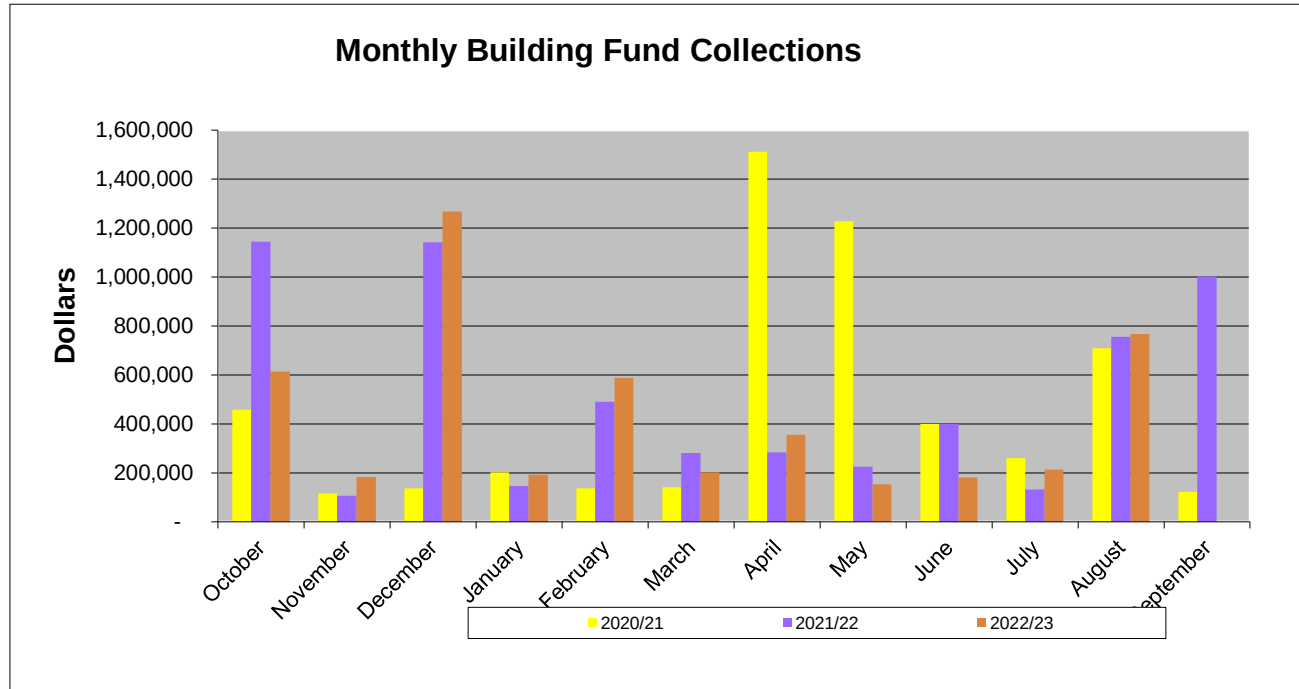
Contingency and Fund Balance Estimate

Building Fund Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	456,717	1,144,624	613,610
November	115,930	107,616	183,413
December	137,352	1,142,811	1,267,607
January	201,184	146,194	193,243
February	137,028	490,813	588,953
March	142,455	281,847	202,690
April	1,511,205	283,429	356,512
May	1,227,546	226,093	153,965
June	399,057	399,287	181,738
July	259,308	132,426	212,528
August	709,467	755,979	767,780
September	122,504	1,003,182	
Total	5,419,752	6,114,301	4,722,038

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	456,717	1,144,624	613,610
November	572,647	1,252,240	797,023
December	709,999	2,395,051	2,064,630
January	911,182	2,541,246	2,257,873
February	1,048,210	3,032,058	2,846,825
March	1,190,665	3,313,906	3,049,515
April	2,701,870	3,597,334	3,406,027
May	3,929,416	3,823,427	3,559,992
June	4,328,473	4,222,715	3,741,730
July	4,587,780	4,355,140	3,954,258
August	5,297,248	5,111,119	4,722,038
September	5,419,752	6,114,301	
Annual Goal	4,777,331	4,741,977	5,322,012

Building Fund - thru August 2023

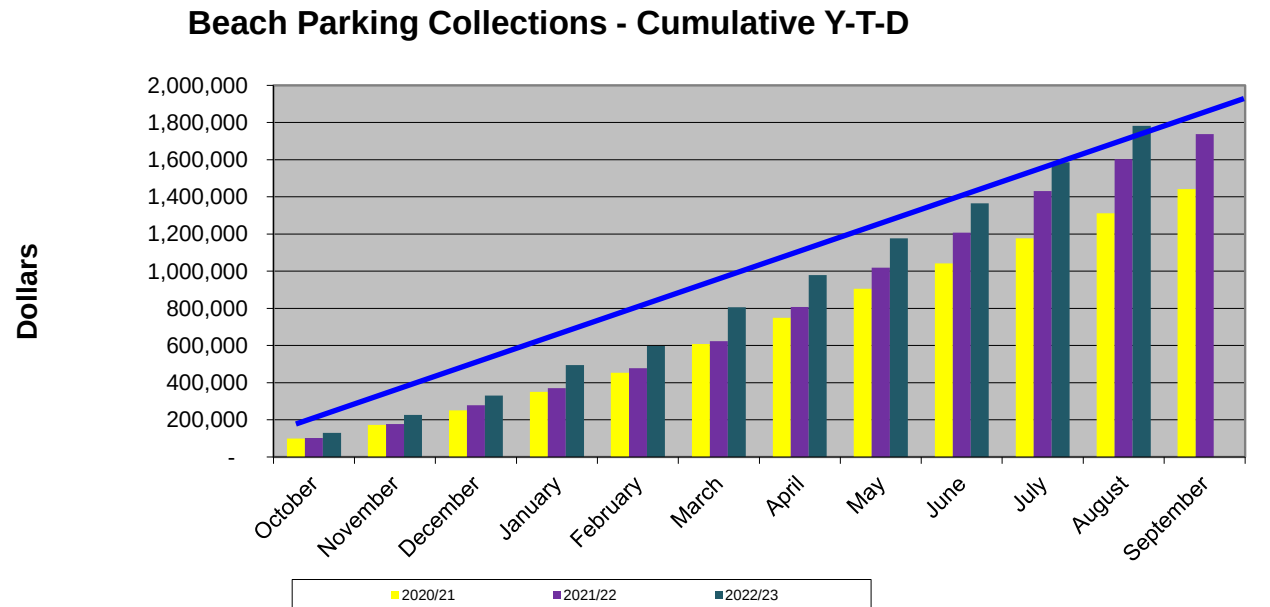
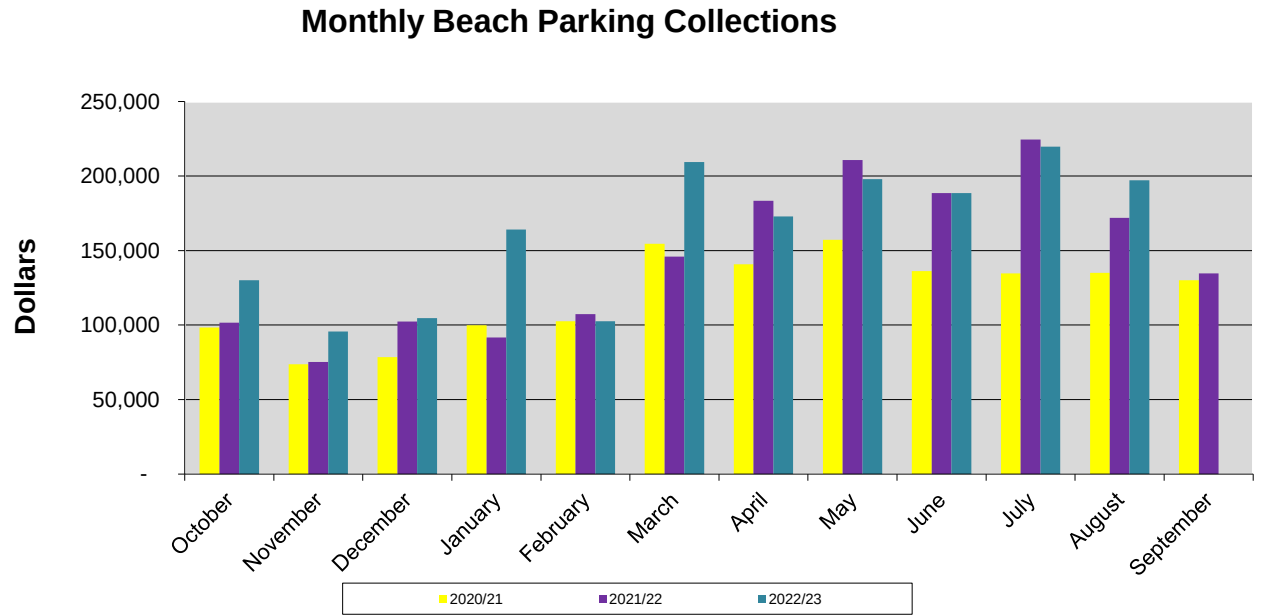


Parking Fee Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	98,451	101,582	130,026
November	73,741	75,146	95,694
December	78,542	102,321	104,713
January	99,866	91,751	164,030
February	102,595	107,375	102,648
March	154,528	145,848	209,333
April	140,766	183,397	172,853
May	157,300	210,704	197,957
June	136,216	188,603	188,603
July	134,658	224,411	219,627
August	135,026	171,951	197,119
September	130,087	134,616	
Total	<u>1,441,776</u>	<u>1,737,704</u>	<u>1,782,604</u>

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	98,451	101,582	130,026
November	172,193	176,728	225,720
December	250,735	279,049	330,433
January	350,600	370,800	494,463
February	453,195	478,175	597,111
March	607,723	624,023	806,444
April	748,488	807,420	979,297
May	905,789	1,018,123	1,177,255
June	1,042,005	1,206,726	1,365,857
July	1,176,663	1,431,138	1,585,485
August	1,311,689	1,603,088	1,782,604
September	1,441,776	1,737,704	
Annual Budget Goal	<u>1,094,352</u>	<u>1,347,086</u>	<u>1,558,354</u>

Beach Parking - thru August 2023



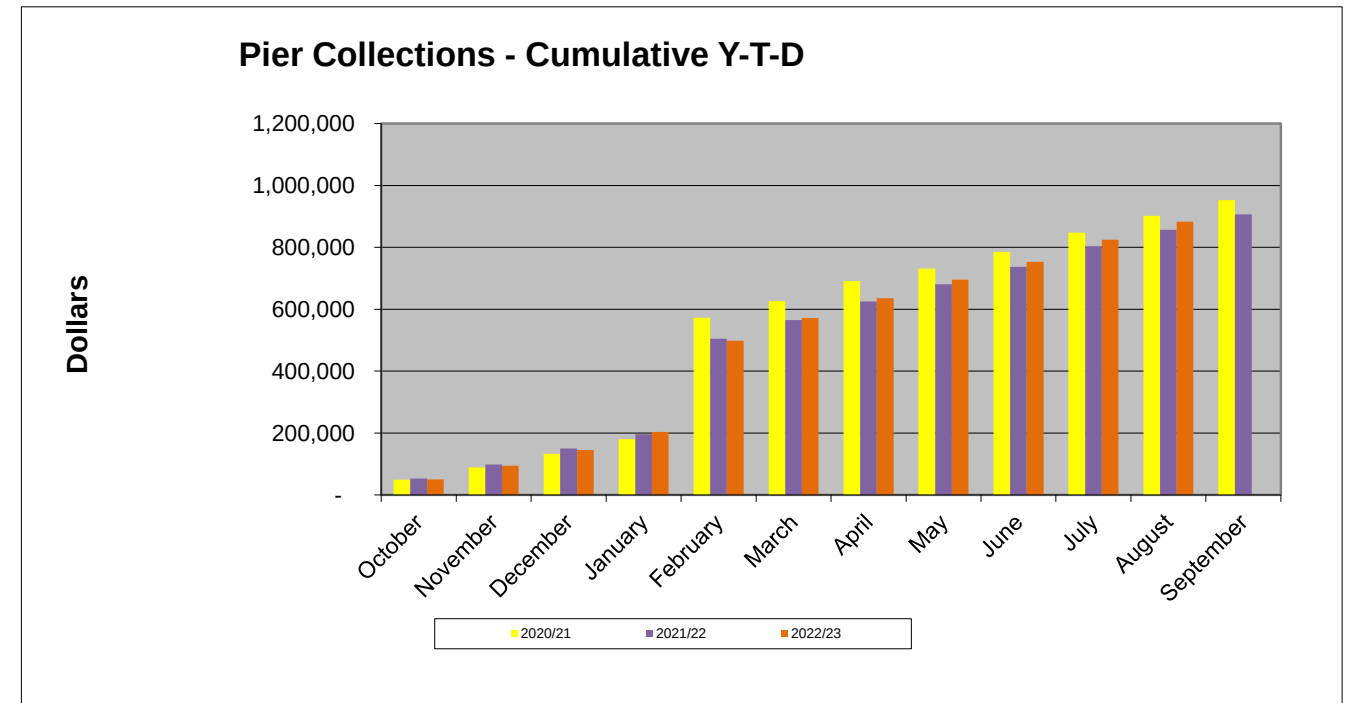
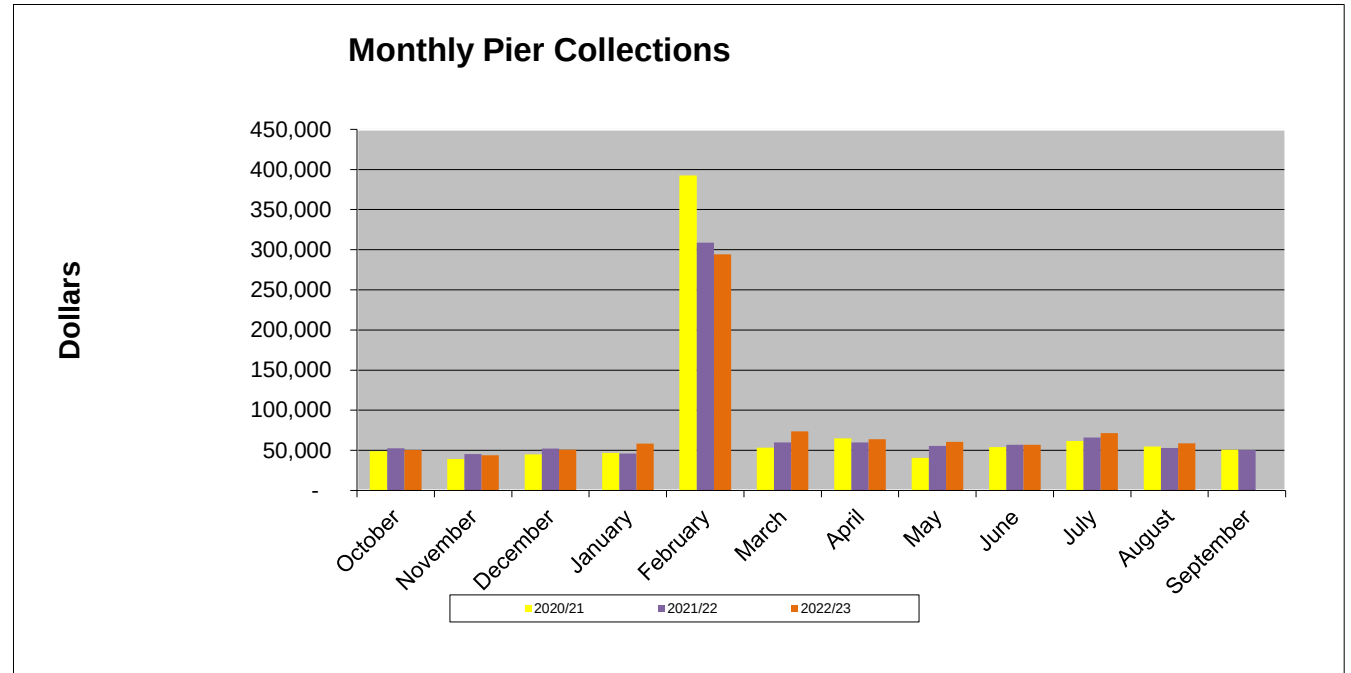
Pier Revenues

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	49,128	52,575	50,313
November	39,289	45,411	43,917
December	44,807	52,271	50,942
January	46,662	45,906	58,345
February	392,450	308,830	294,357
March	53,244	59,863	73,487
April	64,937	59,852	63,945
May	40,544	55,621	60,688
June	54,227	56,858	56,858
July	61,599	66,152	71,604
August	54,857	52,975	58,871
September	50,878	50,426	
Total	<u>952,620</u>	<u>906,740</u>	<u>883,326</u>

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	49,128	52,575	50,313
November	88,416	97,986	94,229
December	133,223	150,257	145,171
January	179,885	196,163	203,516
February	572,336	504,993	497,873
March	625,579	564,856	571,360
April	690,516	624,708	635,305
May	731,061	680,329	695,993
June	785,287	737,187	752,851
July	846,886	803,339	824,455
August	901,742	856,314	883,326
September	952,620	906,740	
Annual Budget Goal	<u>773,952</u>	<u>844,816</u>	<u>937,301</u>

Pier Revenues - thru August 2023

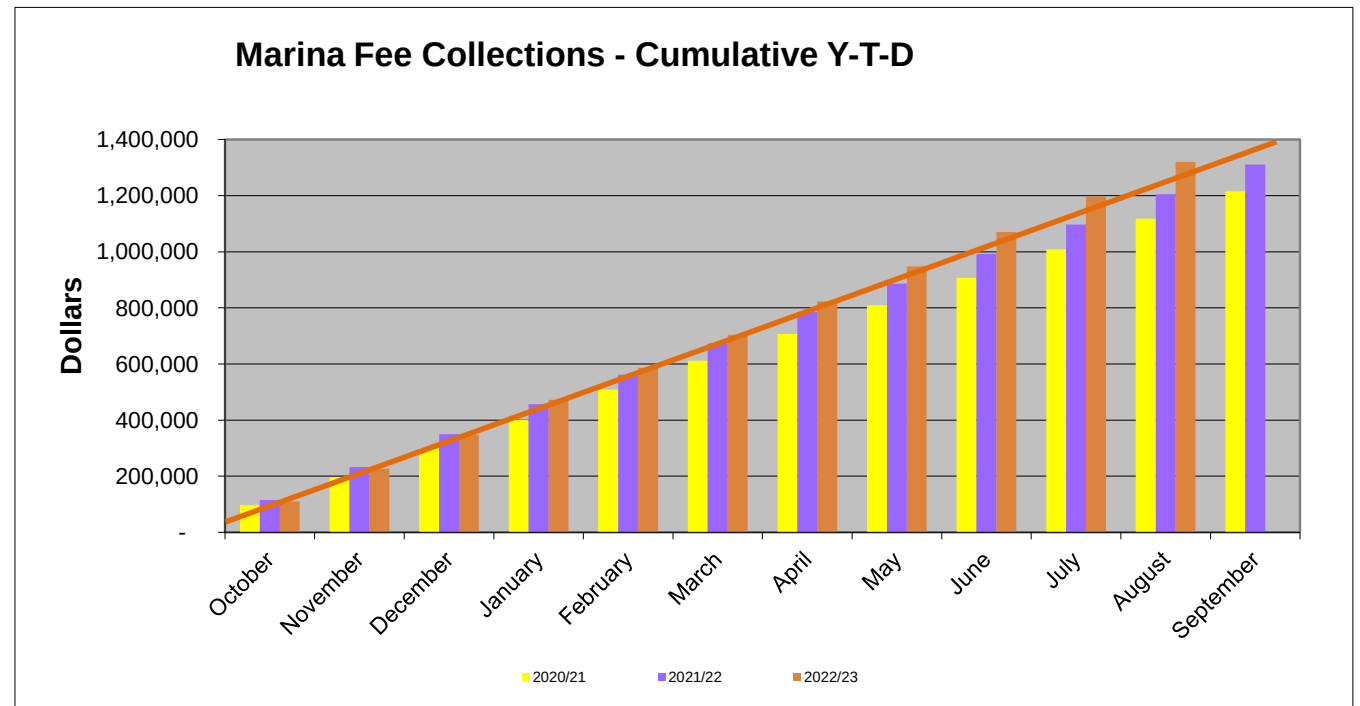
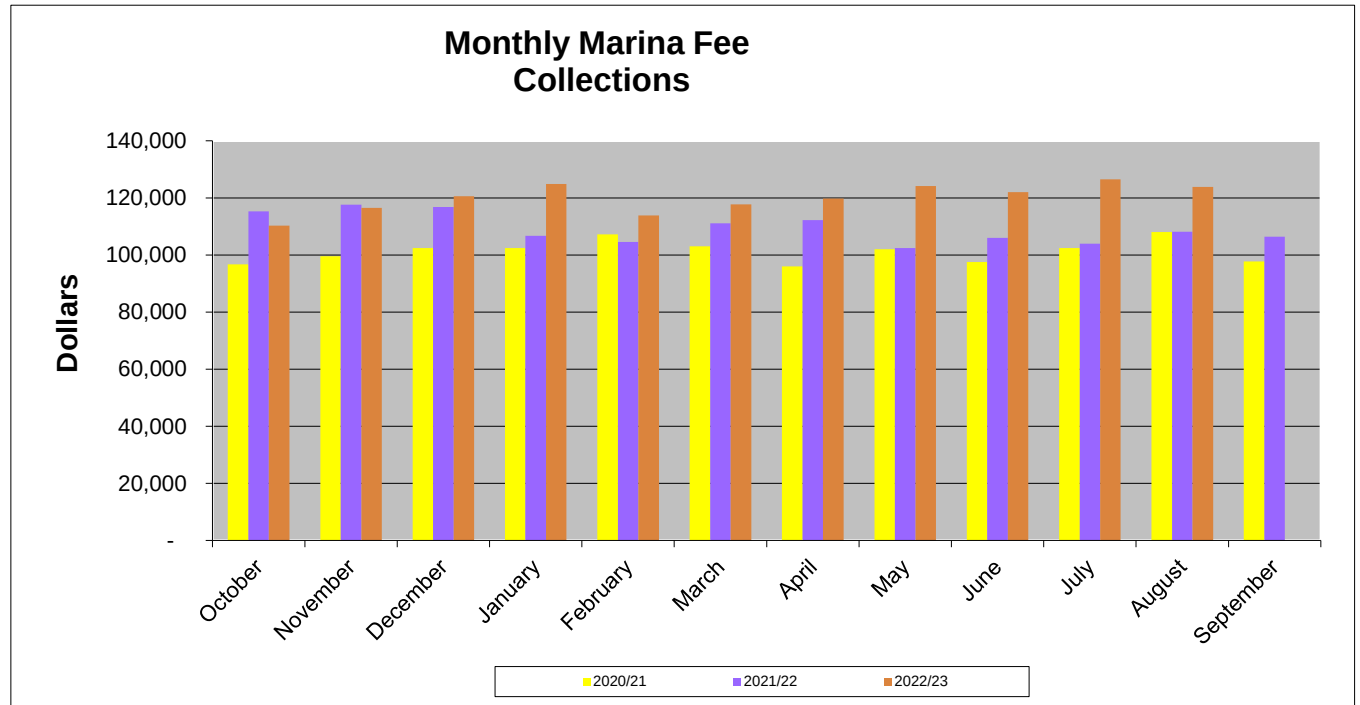


Marina Fee Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	96,691	115,264	110,239
November	99,519	117,663	116,542
December	102,437	116,830	120,621
January	102,400	106,673	124,885
February	107,245	104,605	113,849
March	103,019	111,125	117,710
April	96,002	112,170	119,728
May	102,039	102,373	124,138
June	97,546	106,001	122,027
July	102,395	104,000	126,485
August	108,051	108,096	123,889
September	97,767	106,418	
Total	<u>1,215,110</u>	<u>1,311,218</u>	<u>1,320,112</u>

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	96,691	115,264	110,239
November	196,210	232,927	226,781
December	298,647	349,758	347,402
January	401,047	456,431	472,287
February	508,292	561,036	586,135
March	611,312	672,161	703,845
April	707,313	784,330	823,574
May	809,352	886,703	947,711
June	906,898	992,704	1,069,738
July	1,009,292	1,096,704	1,196,223
August	1,117,343	1,204,800	1,320,112
September	1,215,110	1,311,218	
Budget Goal	<u>1,011,953</u>	<u>1,290,768</u>	<u>1,339,555</u>

Marina Fees - thru August 2023

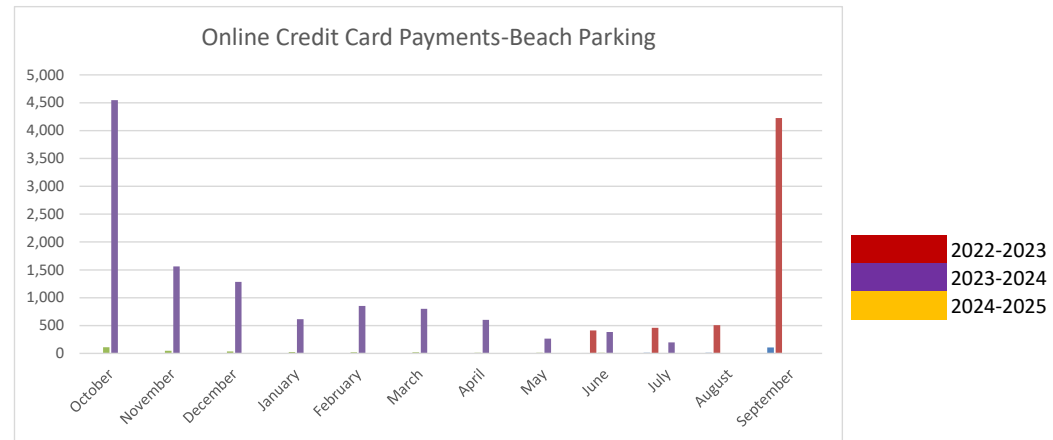


City of Dania Beach: Master Capital Projects Summary as of 8-31-2023												
Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 22-23 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Stormwater Fund												
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,159,729	-	-	844,496	7,004,225	(883,500)	6,120,725	Construction		
Neighborhood Drainage Improvement	PS-SW-0040	Transportation Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(2,978,600)	1,192,360	Construction		
SW 37th Terrace Drainage Improvement	PS-SW-0070	Stormwater	1,200,000	375,000	375,000	1,200,000	1,200,000	(1,097,830)	102,170	Completed		9/30/2026
SW 54th Court Drainage Improvement	PS-SW-0050	Stormwater	1,200,000	350,000	350,000	1,200,000	1,200,000	(1,010,092)	189,908	Completed		9/30/2026
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000	16,535	1,076,535	(104,680)	971,855	Design		
Total Stormwater Fund Projects			9,730,689	1,520,000	990,000	6,261,031	14,651,720	(6,074,702)	8,577,018			
Water Fund												
NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(48,549)	383,183	Design		
Total Water Fund Projects			431,730	-	-	-	431,730	(48,549)	383,183			
Sewer Fund												
Lift Rehabs 5,7,10	PS-SU-0010	Sewer	1,137,594	-	-	(9,607)	1,127,987	(1,007,275)	120,712	Construction		
SCADA System	PS-SU-0011	Sewer	257,715	-	-	13,620	271,335	(271,335)	-	Construction		
Inflow and Infiltration Mainline Repairs Project		Sewer	2,041,450	-	-		2,041,450	-	-	Construction		
HMGP Lift Stations	PS-SU-0021	HMGP	1,686,442	-	-	3,634,878	5,321,320	(499,800)	4,821,520	Construction		
Total Sewer Fund Projects			5,123,201	-	-	3,638,891	8,762,092	(1,778,410)	4,942,232			
Pier Fund												
Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,773,921	2,273,921	(2,273,921)	-	Construction		
Total Pier Fund Projects			500,000	-	-	1,773,921	2,273,921	(2,273,921)				
Grants Fund												
Solar Lighting	PS-RB-0020, PS-RB-0043, PS-RB-0044	CDBG 44, 46, 47	-	396,491	-	-	396,491	(392,620)	3,871	Construction		4/30/2023
Fire Rescue - Station #1	PS-PB-0020, PS-PB-0021	HMGP, City Match	-	812,850	270,150	-	1,083,000	(232,280)	850,720	Construction		7/31/2023
City Hall Wind Retrofit and Generator	PS-BP-0010, PS-BP-0011	HMGP	-	2,405,500	-	-	2,405,500	(222,300)	2,183,200	Design		
CDBG 48th Year Solar Lights		CDBG	177,575		24,000	-	201,575	-	177,575			9/30/2023
Total Grants Fund Projects			477,575	3,987,390	294,150	433,541	5,192,656	(1,918,617)	3,250,039			
Capital Projects Fund												
Southeast 5th Avenue Crosswalk	PS-RB-0031	Capital	200,000	-	-	-	200,000	(80,500)	119,500	Construction		
Nyberg Swanson / Women's Club	PS-PB-0040, PS-PB-0041	Capital	-	-	-	500,000	500,000	(39,603)	460,397	Design		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-045	Capital, Bank Loan	-	-	-	1,305,462	1,305,462	(1,216,495)	88,967	Construction		
Oasis XV - Capital Fund	N/A	Capital	-	-	-	58,149	58,149	(11,000)	47,149	Completed		
Sidewalk Masterplan Tier 1	N/A	Capital, ARPA, GF	400,000	-	-	422,604	822,604	(822,604)	-	Construction		

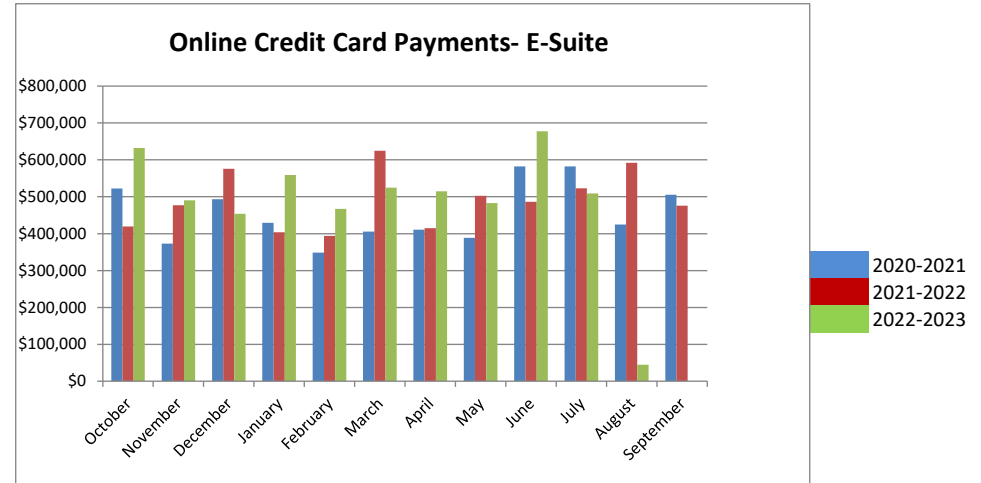
City of Dania Beach: Master Capital Projects Summary as of 8-31-2023

Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 22-23 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Roadway and Median Electrical	N/A	Capital	200,000	-	-	575,000	1,475,000	(354,999)	1,120,001	Construction		
Beach Revitalization Phase II	PS-BP-0050, PS-BP-0052	Capital	925,000	-	-	801,798	1,726,798	(1,208,574)	460,167	Construction		
City Hall Restrooms	PS-PB-0055	Facilities	188,654			-	188,654	(183,231)	5,423	Planning		
CW Thomas Park Phase I	N/A	Bank Loan, Capital	18,100,000	-	-	265,505	18,449,977	(1,535,136)	16,914,841	Construction		
Total Capital Projects Fund			20,013,654	-	-	3,928,518	24,726,644	(5,452,141)	19,216,444			
Upcoming Projects												
Beachside Restroom Improvement	PS-BP-0015	Capital	150,000							Planning		
Bus Stop Improvements	PS-RB-0110	Capital	90,000							Planning		
Neighborhood Water Line Replacement	PS-WU-0060	Water	203,000							Planning		
Water Plant Chemical Feed Area	PS-WU-0070	Water	150,000							Planning		
Tiger Tail Horizontal Well/Hydraulic Modeling	PS-WU-0052	Water								Planning		
Wells G&I Rehabilitation	PS-WU-0053	Water	100,000							Planning		
Dune Design Segment III Beach Nourishment	PS-BP-0051	Capital	20,900							Design		
Corridor Landscape Master Plan	PS-RB-0090	Capital	315,000							Design		
NW/SW 1st Street Water Main	PS-WU-0020, PS-WU-0021	Water	500,000							Design		
Water Plant Accelerator Cleaning	PS-WU-0030	Water	100,000							Design		
C51 Water Supply	PS-WU-0050	Water	4,600,000							Loan Approved		
SW 52nd Street Drainage Improvement	PS-SW-0041	Stormwater	1,200,000	Resilient FL						Design		
Fuel Facility Improvements	PS-PB-0060	Capital	50,000							Construction		
NW 1st St Streetscape	PS-RB-0070	Capital	250,000							Construction		
West Wing Life Safety	PS-PB-0051	Capital								Construction		
Median/Poles Electrification	PS-RB-0080	Capital	500,000							Construction		
Tidal Valves - Stormwater System	PS-SW-0100	Stormwater	250,000							On Hold		
FPL Service Laterals to Lights	PS-BP-0023	Capital								On Hold		
SW 34th Terrace Improvement	PS-SW-0060	Stormwater	750,000							On Hold		
SeaTech Parking Garage	PS-BP-0053	Capital	1,200,000							On Hold		
			10,428,900	-	-	-	-	-	-			

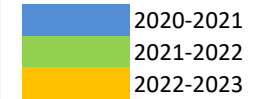
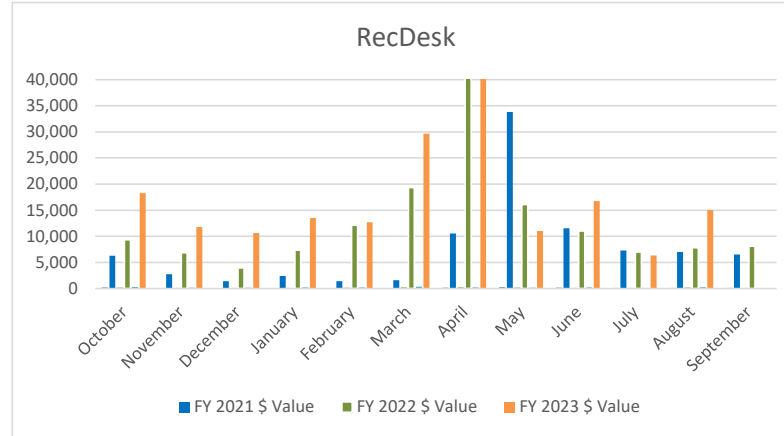
FY 2022			FY 2023		FY 2024	
			<u># of</u>		<u># of</u>	
	<u># of Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			112	\$4,547		
November			46	\$1,562		
December			36	\$1,284		
January			23	\$615		
February			19	\$851		
March			18	\$802		
April			13	\$604		
May	0	\$0	10	\$267		
June	9	\$411	10	\$385		
July	10	\$460	9	\$198		
August	13	\$508	2	\$0		
Septembe	106	\$4,227				



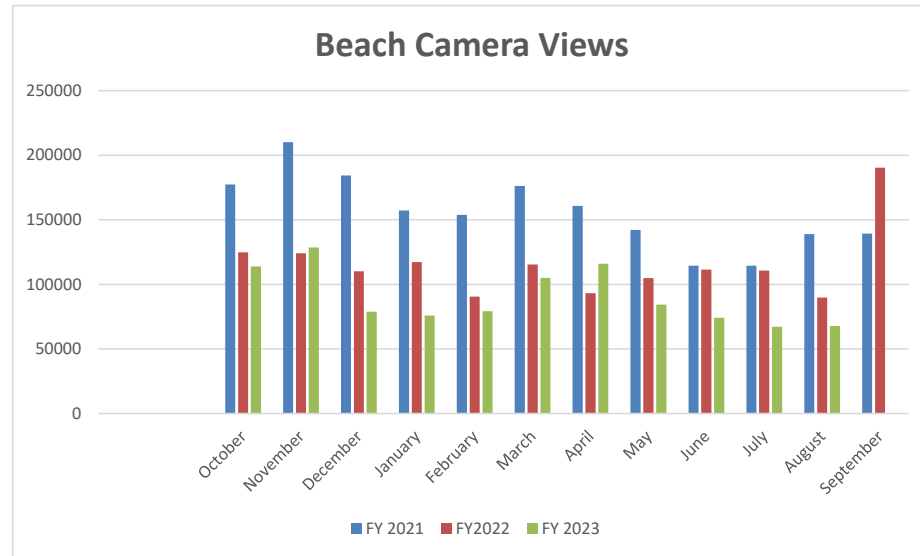
	FY 2021		FY 2022		FY 2023	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,694	\$522,541	1,756	\$419,523	1,799	\$631,937
November	1,659	\$372,920	1,607	\$477,225	1,698	\$490,381
December	1,859	\$493,048	1,644	\$575,861	1,676	\$453,598
January	1,681	\$429,192	1,580	\$403,966	1,814	\$559,003
February	1,625	\$348,642	1,461	\$393,924	1,586	\$466,879
March	1,751	\$405,303	1,883	\$624,708	1,673	\$524,878
April	1,600	\$410,951	1,558	\$415,006	1,696	\$514,951
May	1,568	\$388,510	1,635	\$502,840	1,705	\$482,818
June	1,654	\$581,978	1,771	\$486,384	1,890	\$677,359
July	2,077	\$582,478	2,003	\$522,805	1,956	\$509,105
August	1,589	\$424,738	1,919	\$591,853	1,745	\$44,810
September	1,921	\$505,704	1,748	\$475,765		



	FY 2021		FY 2022		FY 2023	
	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>
October	197	\$6,283	203	\$9,350	293	\$18,293
November	90	\$2,727	126	\$6,835	188	\$11,802
December	46	\$1,398	112	\$3,952	184	\$10,643
January	73	\$2,416	106	\$7,346	228	\$13,489
February	60	\$1,414	159	\$12,120	215	\$12,691
March	87	\$1,595	252	\$19,322	339	\$29,674
April	161	\$10,541	264	\$48,956	229	\$54,344
May	251	\$33,829	205	\$16,068	147	\$11,025
June	152	\$11,549	125	\$10,999	216	\$16,773
July	131	\$7,298	108	\$7,008	125	\$6,317
August	124	\$7,003	203	\$7,805	242	\$15,031
September	142	\$6,503	133	\$8,115		

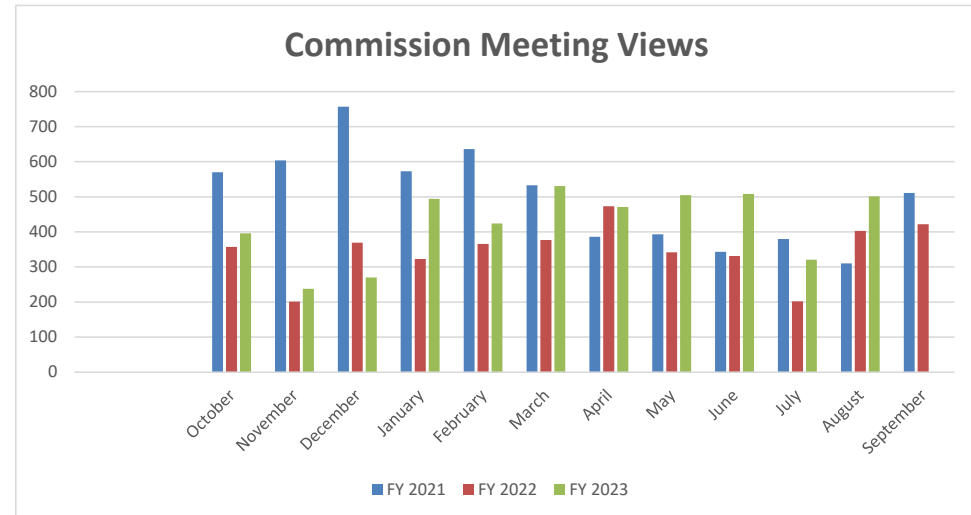


	FY 2021	FY2022	FY 2023
October	177,400	124,800	113,900
November	210,000	124,100	128,500
December	184,300	110,100	78,800
January	157,100	117,200	75,900
February	153,700	90,500	79,200
March	176,200	115,300	105,100
April	160,700	93,100	115,900
May	142,200	104,900	84,300
June	114,400	111,500	74,100
July	114,400	110,600	67,100
August	138,900	89,700	67,700
September	139,200	190,300	



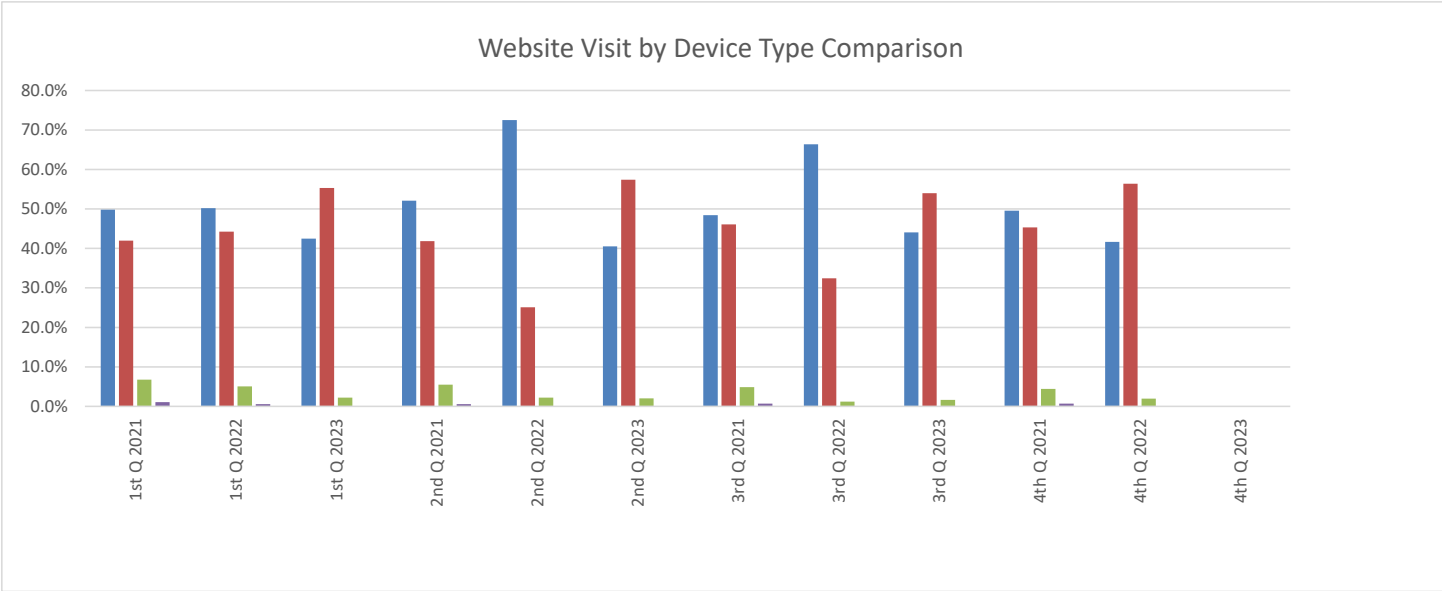
YouTube Channel
FY 2021 **FY 2022** **FY 2023**

October	570	357	396
November	604	201	238
December	757	369	270
January	573	323	494
February	636	366	424
March	533	377	531
April	386	473	471
May	393	342	505
June	343	331	508
July	380	202	321
August	310	403	501
September	511	422	

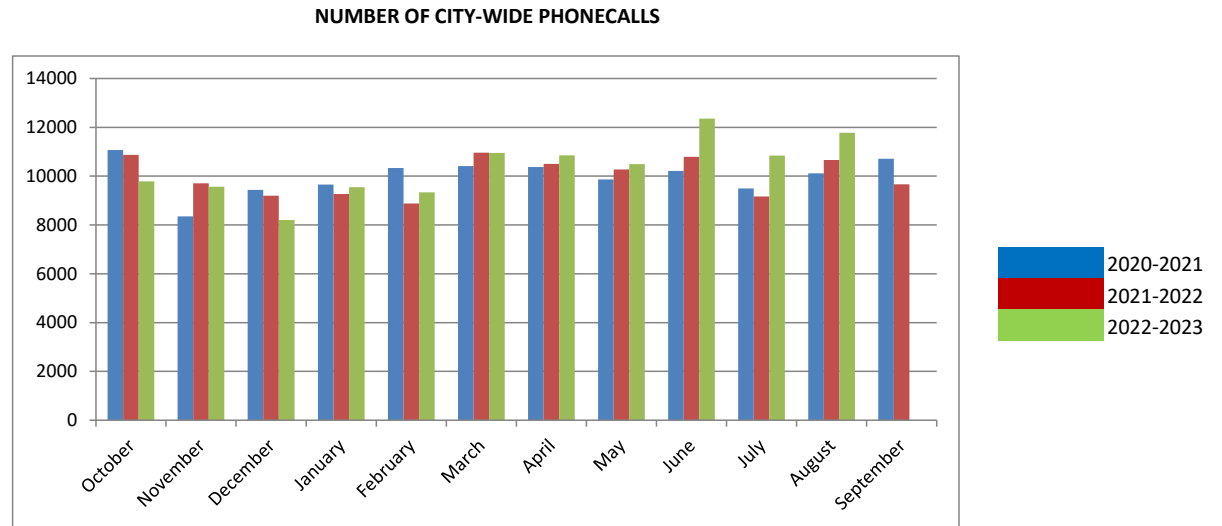


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	49.8%	50.2%	42.5%	52.1%	72.5%	40.5%	48.4%	66.4%	44.1%	49.6%	41.6%	
Smartphone	42.0%	44.2%	55.3%	41.8%	25.1%	57.4%	46.1%	32.5%	54.0%	45.3%	56.4%	
Tablet	6.8%	5.0%	2.2%	5.5%	2.2%	2.1%	4.9%	1.2%	1.6%	4.4%	2.0%	
Other	1.1%	0.6%		0.6%			0.7%			0.7%		



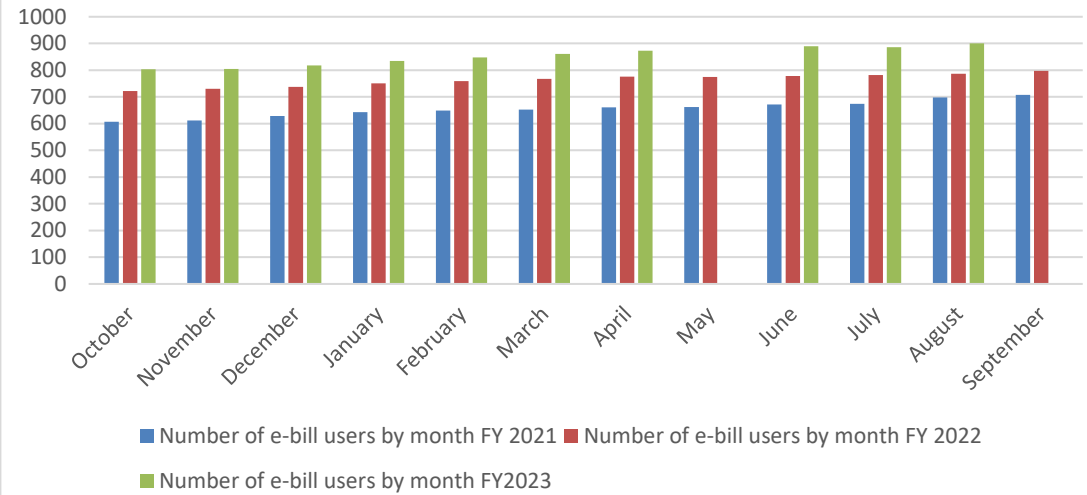
	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
October	11,070	10,868	9,789
November	8,348	9,702	9,564
December	9,435	9,193	8,197
January	9,656	9,268	9,543
February	10,334	8,875	9,338
March	10,410	10,960	10,946
April	10,374	10,499	10,851
May	9,863	10,274	10,489
June	10,210	10,791	12,351
July	9,496	9,164	10,843
August	10,112	10,658	11,775
September	10,713	9,667	



Number of e-bill users by month

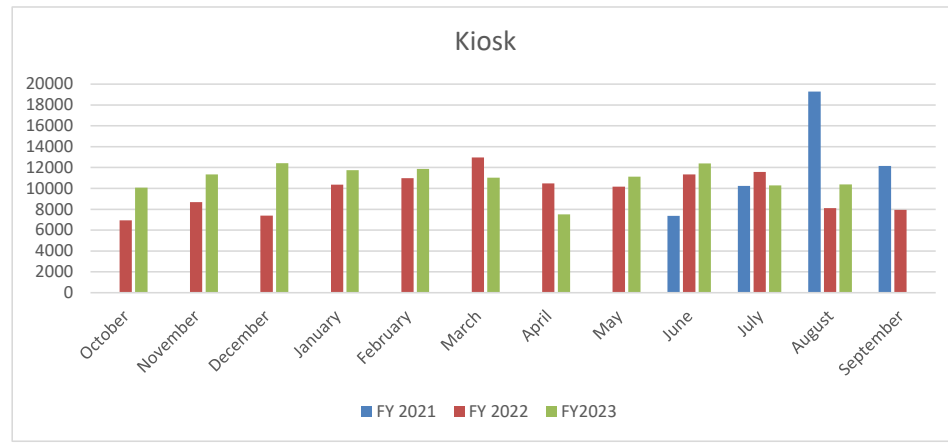
	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October	607	722	804
November	612	731	805
December	629	738	818
January	643	751	835
February	649	759	848
March	653	767	861
April	661	776	873
May	662	775	
June	672	778	890
July	674	782	886
August	698	787	901
September	708	797	

Incremental E-bill Accounts



Kiosk

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October		\$ 6,940.80	\$ 10,067.50
November		\$ 8,678.89	\$ 11,339.44
December		\$ 7,403.30	\$ 12,409.30
January		\$ 10,348.96	\$ 11,755.07
February		\$ 10,992.74	\$ 11,856.78
March		\$ 12,964.70	\$ 11,032.47
April		\$ 10,480.52	\$ 7,514.64
May		\$ 10,160.84	\$ 11,120.90
June	\$ 7,372.46	\$ 11,336.27	\$ 12,405.61
July	\$ 10,238.61	\$ 11,575.17	\$ 10,289.44
August	\$ 19,296.09	\$ 8,117.21	\$ 10,380.86
Septembe	\$ 12,155.35	\$ 7,940.87	



Business Tax Receipt Activity - August 2023

Out of Business/Inactive	# of BTRs	Dollar Amount
Blue Ocean Spa Enterprises Inc	1	\$ 451.25
Brenda Henry Fox	1	\$ 31.50
Chewy Inc	1	\$ 320.00
Dieselworx Marine LLC	1	\$ 677.50
Firefly Legal FL Inc	1	\$ 346.25
Florida's Bridge	1	\$ 31.50
GCW Investments LLC	1	\$ 236.25
Golden Key Plaza LLC	1	\$ 401.25
Herd, Crockett	1	\$ 236.25
HRC Dania LLC	1	\$ 375.00
Llanos, Carlos	1	\$ 63.00
Redbox Automated Retail LLC	2	\$ 840.00
South Florida Safes Inc	1	\$ 1,265.00
Novast Design LLC	1	\$ 480.63
Tuscany Villas LLC	1	\$ 220.00
We & Ko LLC	1	\$ 63.00
Wells Fargo Bank NA	1	\$ 918.75
Yachtify USA LLC	1	\$ 372.50
Total Out of Business/Inactive	19	\$ 7,329.63

New Approved Applications	# of BTRs	Dollar Amount
2748 South West Realty LLC	1	\$ 15.75
Good Shepard Academy School Inc	1	\$ 480.63
Blue Ocean Spa Enterprises Inc	1	\$ 533.13
Cinema Tech Seating Inc	1	\$ 567.50
Dry Masters Specialist LLC	1	\$ 480.63
Elioran Properties 14 ST Dania LLC	1	\$ 425.00
F.E.V. Investments Inc	1	\$ 236.25
Robinson Sports Inc	1	\$ 840.00
Flowers by Sara LLC	1	\$ 372.50
Kouba Group Management LLC	1	\$ 196.50
Madison National Life Ins	1	\$ 183.75
Marina Mile 105 LLC	1	\$ 118.13
Next Level Aviation LLC	1	\$ 546.25
Parrot's River	2	\$ 63.00
Sar Investment LLC	2	\$ 63.00
Sephora USA Inc	1	\$ 940.00
Tuscany Villas	1	\$ 228.00
Total New Applications	19	\$ 6,290.02

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	289	\$ 85,943.79
Paid Renewals	2,852	\$ 1,015,842.21
Total BTRs as of 08/31/2023	3,141	1,101,786.00 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 08/31/2023

Report By Invoice Type

	Description	Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	6720.00	6,720.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	2380.00	2,380.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924-Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	600.00	600.00
# 5907 - Poitier Family Funeral Home	Reservation of Burial Plot	.00	.00	1500.00	.00	.00	1,500.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	.00	.00	625.00	625.00
# 5978 - Angels of Paradise	Reservation of Burial Plot	.00	.00	.00	.00	3990.00	3,990.00
# 6153 - Jacqueline Andrews	Reservation of Burial Plot	.00	630.00	.00	.00	.00	630.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$630.00	\$1,500.00	\$0.00	\$37,635.00	\$39,765.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	.00	.00	.00	.00	7004.00	7004.00
Bulk Trash Pk Up		\$0.00	\$0.00	\$0.00	\$0.00	\$7,004.00	\$7,004.00
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Invoice Type FI - Fire Inspection							
# 3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
# 3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
# 1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
# 4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	300.00	254,535.00	254,835.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$300.00	\$271,835.00	\$272,135.00
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	33,320.50	3,900.00	10,000.00	.00	24,559.43	71,779.93
Miscellaneous Totals		\$33,320.50	\$3,900.00	\$10,000.00	\$0.00	\$44,801.43	\$92,021.93
Grand Totals							
		\$33,320.50	\$4,530.00	\$11,500.00	\$300.00	\$363,550.79	\$413,201.29

City of Dania Beach
Commercial Solid Waste Report FY 2022-2023
Payments Received

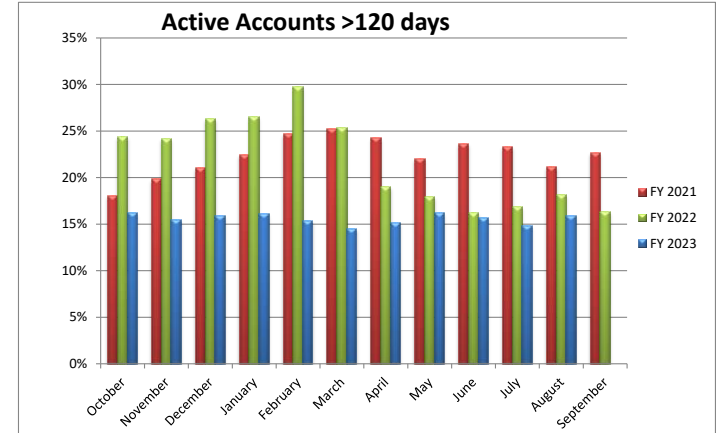
Annual Budget \$ 730,000

Waste Hauler								
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	General Fund
Permit Application Fee	75.00	75.00	75.00	225.00	75.00	75.00	75.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise								
Oct	\$ 5,924.84	\$ 30,835.82	\$ 15,713.24	\$ 5,799.87	\$ 663.28	\$ 1,808.93	\$ 7,382.83	\$ 68,128.81
Nov	No Remittance	No Remittance	14,226.85	2,944.86	398.54	No Remittance	8,233.69	25,803.94
Dec	5,473.80	64,370.12	11,314.72	1,730.43	974.20	4,502.66	9,357.33	97,723.26
Jan	2,631.65	32,104.05	11,639.51	2,086.55	914.40	2,087.77	10,306.62	61,770.55
Feb	2,532.70	36,726.68	12,008.46	2,868.77	724.47	4,153.08	12,104.41	71,118.57
Mar	2,850.67	35,151.37	9,538.44	2,465.50	848.18	2,336.14	12,184.45	65,374.75
Apr	No Remittance	33,587.77	13,852.35	2,428.29	705.02	No Remittance	13,374.31	63,947.74
May	5,514.95	34,428.72	11,384.57	1,935.22	795.22	3,089.78	9,337.33	66,485.79
Jun	No Remittance	36,427.07	10,874.22	No Remittance	919.94	2,648.70	13,907.31	64,777.24
Jul	2,322.27	39,299.09	14,039.00	2,117.42	139.75	2,575.24	11,838.34	72,331.11
Aug	4,702.37	35,447.40	13,525.19	1,718.09	983.06	No Remittance	12,537.74	68,913.85
Sep								-
Total Mo. Franchise	\$ 31,953.25	\$ 378,378.09	\$ 138,116.55	\$ 26,095.00	\$ 8,066.06	\$ 23,202.30	\$ 120,564.36	\$ 726,375.61
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Solid Waste Fund
Monthly Franchise								
Oct	\$ 1,974.95	\$ 10,278.61	\$ 5,237.75	\$ 1,933.29	\$ 221.10	\$ 602.98	\$ 2,460.95	\$ 22,709.63
Nov	No Remittance	No Remittance	\$ 4,742.28	\$ 981.62	\$ 132.85	No Remittance	\$ 2,744.56	\$ 8,601.31
Dec	\$ 1,824.61	\$ 21,456.70	\$ 3,771.58	\$ 576.81	\$ 324.74	\$ 1,500.89	\$ 3,119.11	\$ 32,574.44
Jan	\$ 877.22	\$ 10,701.35	\$ 3,879.84	\$ 695.52	\$ 304.80	\$ 695.92	\$ 3,435.54	\$ 20,590.19
Feb	\$ 844.23	\$ 12,242.23	\$ 4,002.82	\$ 956.26	\$ 241.49	\$ 1,384.37	\$ 4,034.80	\$ 23,706.20
Mar	\$ 950.22	\$ 11,717.13	\$ 3,179.48	\$ 821.84	\$ 282.73	\$ 778.71	\$ 4,061.48	\$ 21,791.59
Apr	No Remittance	\$ 11,195.92	\$ 4,617.44	\$ 809.43	\$ 235.00	No Remittance	\$ 4,458.10	\$ 21,315.89
May	\$ 1,838.32	\$ 11,476.24	\$ 3,794.86	\$ 645.07	\$ 265.07	\$ 1,029.93	\$ 3,112.44	\$ 22,161.93
Jun	No Remittance	12,142.36	3,624.74	No Remittance	306.65	882.90	4,635.77	\$ 21,592.42
Jul	774.09	13,099.70	4,679.67	705.81	46.58	858.42	3,946.11	\$ 24,110.38
Aug	1,567.46	11,815.80	4,508.40	572.70	327.69	No Remittance	4,179.25	\$ 22,971.30
Sep								\$ -
Total Mo. Franchise	\$ 10,651.10	\$ 126,126.04	\$ 46,038.86	\$ 8,698.35	\$ 2,688.70	\$ 7,734.12	\$ 40,188.11	\$ 242,125.28
Total Receipts	\$ 43,679.35	\$ 505,579.13	\$ 185,230.41	\$ 36,018.35	\$ 11,829.76	\$ 32,011.42	\$ 161,827.47	\$ 976,175.89

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

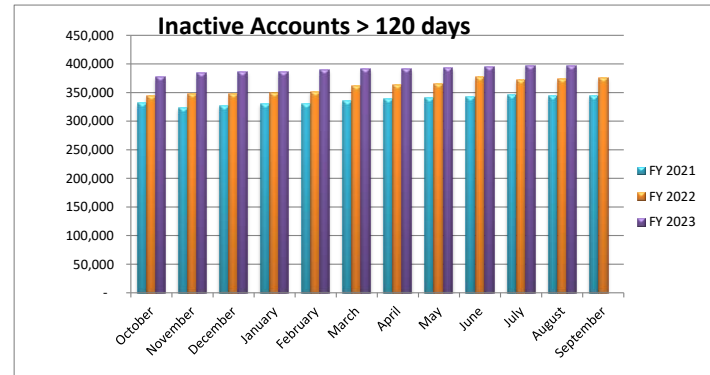
	FY 2021			FY 2022			FY 2023		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	183,822	\$ 1,019,908	18%	275,153	\$ 1,130,854	24%	184,989	\$ 1,140,696	16%
November	207,753	1,049,166	20%	276,502	1,145,557	24%	186,463	1,205,526	15%
December	227,856	1,082,042	21%	286,708	1,088,332	26%	188,661	1,186,620	16%
January	248,468	1,107,929	22%	309,337	1,166,202	27%	188,029	1,165,000	16%
February	262,649	1,063,670	25%	322,379	1,084,213	30%	185,376	1,210,890	15%
March	262,514	1,042,220	25%	281,908	1,112,053	25%	183,535	1,267,253	14%
April	273,503	1,129,480	24%	222,556	1,169,668	19%	190,502	1,262,289	15%
May	264,778	1,203,079	22%	211,091	1,178,959	18%	189,684	1,172,418	16%
June	260,736	1,105,993	24%	190,542	1,173,565	16%	184,340	1,178,310	16%
July	248,966	1,069,697	23%	201,407	1,194,888	17%	190,677	1,288,709	15%
August	246,396	1,164,114	21%	202,749	1,120,866	18%	198,874	1,252,551	16%
September	250,534	1,107,838	23%	183,816	1,129,966	16%			
Annual Avg	\$ 244,831	\$ 1,095,428	22%	\$ 247,012	\$ 1,141,260	22%	\$ 188,285	\$ 1,211,842	16%



Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2021		FY 2022		FY 2023	
	>120 Past Due	% +/-	>120 Past Due	% +/-	>120 Past Due	% +/-
October	330,831	4%	344,685	4%	377,040	9%
November	323,648	7%	346,914	7%	383,454	10%
December	326,595	6%	347,964	6%	385,515	10%
January	330,267	5%	349,252	5%	385,601	9%
February	330,406	6%	350,890	6%	389,237	10%
March	334,793	7%	361,917	7%	391,059	7%
April	337,912	7%	363,125	7%	390,781	7%
May	341,380	7%	365,539	7%	392,882	7%
June	342,137	9%	376,626	9%	394,781	5%
July	345,332	7%	371,165	7%	397,219	7%
August	343,626	8%	372,990	8%	396,674	6%
September	343,127		375,001			
Annual Avg	\$ 335,838	7%	\$ 360,506	7%	\$ 389,477	7%



Water Fund	Monthly Utility Account Activity	MISC
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	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent			# per Month	Prior Yr.
	2022	2023	2022	2023	2022	2023	# of Accts		
Oct	40,482.00	46,710.00	-	-	3,695.00	2,565.00	513.00	30	31
Nov	-		-	-	3,706.50	2,540.00	508.00	35	45
Dec	38,925.00	53,717.00	-	-	3,665.00	3,125.00	625.00	40	52
Jan	-	2,282.00	-	-	2,685.00	2,795.00	559.00	33	35
Feb	7,785.00	44,375.00	1,750.00	4,671.00	1,880.00	2,630.00	526.00	40	43
Mar	3,114.00	1,557.00	2,900.00	-	5,130.00	2,760.00	552.00	60	83
Apr	12,456.00	7,785.00	-	1,650.00	2,585.00	1,965.00	393.00	35	71
May	17,127.00	1,557.00	-	-	2,405.00	2,215.00	443.00	55	68
Jun	1,557.00	4,671.00	1,450.00	1,450.00	2,250.00	2,715.00	543.00	49	37
Jul	2,282.00	-	1,450.00	-	3,095.00	2,860.00	572.00	53	49
Aug	-	8,563.00	-	12,456.00	2,685.00	2,855.00	571.00	52	71
Sept	15,570.00		3,385.00		2,870.00		-		36
Total	\$ 139,298	\$ 171,217	\$ 10,935	\$ 20,227	\$ 36,652	\$ 29,025	\$ 5,805	482	621

10% # of City's 4850 account became delinquent for this period

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/22 (Audited)

----- General Fund -----

<u>Contingency</u>	<u>Unassigned Fund Balance</u>
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\$ 325,000	\$ 26,027,845
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(Uses) / Additions:

October	(4,500)	(861,297)
November	(7,500)	(35,177)
December	-	-
January	(3,000)	-
February	(12,793)	(29,350)
March	(12,100)	-
April	(3,309)	(139,682)
May	(66,000)	-
June	(2,134)	-
July	(5,411)	-
August	(7,040)	-
September	-	-

Sub-Total (Uses) / Additions

(123,787)	(1,065,506)
-----------	-------------

Sub-Total Available

201,213	24,962,339
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Other Considerations

GFOA/City Commission 25% Reserve

(12,500,000) est.

Bridge Loans - S.E. Stormwater

(1,000,000)

Estimate of Availability at 09/30/23

\$ 201,213	\$ 11,462,339
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City of Dania Beach

#001-18-00-519-99-10
Contingency Account

Original Budget \$ 325,000

Uses:

	Total	
Oct	(4,500)	Vice Mayor- Picnic
Nov	(7,500)	\$5k Reach Prog.-Olsen Middle
December	-	\$2.5k- Gasper Arts - Comm. Davis
January	(3,000)	Love our Nation
February	(12,793)	\$8,793 - Summer literacy prog
March	(12,100)	\$4k -Presige Club-Etiquette Prog.
		\$10k Chamber of Commerce -membership
		\$2.1k American Legion
April	(3,309)	DB Historic Soc. \$2k
		Bus for Fleet Week \$1,009
		Kemula Wright-Park Fee \$300
May	(66,000)	Visit Lauderdale -50k
		Sponsorship BLC Annual Gala 5k
		Lighthouse 4 Students 9k
		Ryan and Lewellen - Donations 2k
June	(316)	MLK Permit fee
	(1,318)	Summer Camp
	(500)	Mt Zion AME Church
July	(5,411)	DB Press -300
		VPK -\$4,180
		Project Ministries -\$500
		Beverages -\$431
August	(7,040)	Summer Camp \$3040
		Teenage Camp \$4000
September		
Balance Remaining	\$ 201,213	

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/22</u>	26,027,845	
Uses: <u>#389-90-01</u>			
October	(861,297)		C/Fwd PO's
November	(35,177)		Centurion security
December			
January			
February	(29,350)		Brightline Trains CRISI Grant
March			
April	(139,682)		BSO FF Budget increase for new FF
May			
June			
July			
August			
September			
Total Uses (Sources)		<u>(1,065,506)</u>	
Estimated Balance Available 09/30/23		<u>\$ 24,962,339</u>	
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(12,500,000)	est.	
Bridge Loans - S.E. Stormwater	(1,000,000)		
Estimate of Availability at 09/30/23		<u><u>11,462,339</u></u>	



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
WEDNESDAY, SEPTEMBER 13, 2023 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:02 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Elora Riera, MMC

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ryan called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. BUDGET PUBLIC HEARING ITEMS

3.1 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; CONFIRMING, SUPPLEMENTING, AND AMENDING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the resolution into the record.

Chief Financial Officer DiPaolo introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner Salvino made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

3.2 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the resolution into the record.

Chief Financial Officer DiPaolo introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Lewellen made a motion to approve the resolution. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

3.3 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the resolution into the record.

Chief Financial Officer DiPaolo introduced the item.

Mayor Ryan opened the floor to public comments. The following spoke on the item:

Charmaine Defrancesco - 450 SE 7th Street

Commissioner James commended staff for looking into this and helping everyone understand this assessment.

Commissioner James made a motion to approve the resolution. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

3.4 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2023-2024 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the resolution into the record and read the following into the record:

The proposed operating municipal millage rate will be 5.9998 mills which reflects no change from the City's current fiscal year millage rate. This operating millage rate represents a 10.61% increase over the rolled back rate of 5.4243 mills as computed in accordance with the provisions of Section 200.065, Subsection 1 of the Florida Statutes. The voter approved debt service millage rate is 0.1070 mills, in accordance with the provisions of law pursuant to Chapter 200 of the Florida Statutes. The City's aggregate millage rate is 6.1068 mills, which includes 5.9998 mills for operating and the 0.1070 mills for debt service. The final public hearing for the budget and ad valorem tax millage will be held on Wednesday, September 20, 2023, here at 100 W. Dania Beach Boulevard at 5:05 p.m.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Lewellen made a motion to approve the resolution. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

3.5 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING A TENTATIVE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the resolution into the record.

Chief Financial Officer DiPaolo introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner Salvino said 5.99 has been the standard millage rate for many years. The residents should be aware that the City is not trying to raise taxes, this is the cost of surviving and making our City a better place. This is a growing community. The City staff is working hard to make things right for the residents. The City should consider a seminar so that the residents understand what they are being charged.

Vice Mayor Lewellen commented that it takes time to see revenue come into the City. Down the line, when projects are complete and the City starts seeing revenue, that is when the City can start discussing a reduction in taxes.

Vice Mayor Lewellen made a motion to approve the resolution. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

4. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 4.1 Presentation from Representative Hillary Cassel, Florida House of Representatives, on Session Updates - *Sponsored by Vice Mayor Lewellen*

Representative Hillary Cassel provided an overview on the different session updates that she has accomplished as well as funding she was able to acquire for the City. She also touched on legislation that she plans to work on.

The Commission and City Manager Garcia thanked Representative Cassel for providing the updates and representing the City.

- 4.2 Presentation - Broward County Tax Collector - *Sponsored by Commissioner James*

Abbey Ajayi, Manager, Broward County Tax Collectors Office - 115 S. Andrews Avenue, provided a PowerPoint presentation on property taxes, with a focus on the conveniences, affordability, and the opportunities available within the tax collector's office for paying for property taxes.

- 4.3 Dania After Dark Event Series Special Event Application – *Parks and Recreation*

Commissioner Salvino made a motion to approve the application. The motion was seconded by Commissioner James which carried unanimously on voice vote.

5. PROCLAMATIONS

- 5.1 Suicide Prevention Awareness Month - *Sponsored by Mayor Ryan*

Agustina and Andrew of the League of Women Voters of Broward County provided information on suicide prevention and the importance gun safety. Gun locks were provided free to those who were interested.

Mayor Ryan read the proclamation into the record and presented the proclamation.

5.2 National Diaper Needs and Awareness Week - *Sponsored by Mayor Ryan*

Brittany and Dwayne Wolfe of the Greater Fort Lauderdale Diaper Bank provided information on diaper needs in the County.

Mayor Ryan read the proclamation into the record and presented the proclamation.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

City Manager Garcia commented that the City has reopened the Griffin Marine Boat Ramp and it is clean and safe to use. It was great to see Representative Cassel here and noted that the legislative session is coming up in November. She is excited to announce that Dania After Dark is returning. She has provided each of the Commission members with a new shirt for Dania After Dark and the City will also be selling the shirts. The City will be having a beer tasting event and has already sold 165 tickets and the City will be working with the hotels nearby to have room blocks available.

City Manager Garcia said the I.T. Parker renovations and construction will commence soon. She believes that this will be the premier rental facility for all residents and visitors as the City will be able to maximize that location on the waterfront. The City is looking at a summer 2024 ribbon cutting ceremony. The Nyberg Swanson House and The Woman's Club is in the design phase. The ribbon cutting and grand opening is planned for the Fall of 2024.

Chief Tarala and his team concluded a traffic assessment in the area of the Brauser Maimonides Academy. In a period of a few days, they were able to see a difference in how quickly they were moving traffic along in the morning and afternoon.

With regards to the recruitment of the new positions, 10 new positions have been advertised and our new PIO will be starting the second week in October.

City Manager Garcia shared two letters of gratitude that the City received. One from the Dania Beach Historical Society and the other from Quarterdeck. She is excited for our 2nd Annual Employee Picnic.

6.2 City Attorney

City Attorney Boutsis announced that there are several cases that she is looking for confirmation from the Commission to settle.

There was consensus from the Commission for her to settle the cases.

Vice Mayor Lewellen asked how many outstanding cases there were when City Attorney Boutsis came on board with the City. City Attorney Boutsis responded 24 but the City is now down to 2.

6.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

- September 20, 2023, at 5:05 p.m. – Public Hearing for Adoption of Millage and Budget
- September 20, 2023, at 5:30 p.m. – CRA Workshop
- September 26, 2023, at 7:00 p.m. – Regular City Commission Meeting

7. PUBLIC SAFETY REPORTS

Captain Tarala gave an update on recent criminal activity in the City. He noted they have placed speed trailers and signage at Dania Beach Elementary and now have a second deputy assigned to the school.

Captain Tarala said Sergeant Seepot is currently in a 40-hour class for active shooter training. This is an elite class and is the highest level of training there is. He is going to bring that training back to Dania Beach and will be able to teach our residents and train our deputies. Deputies Hoff and Session went to the FBI for the High Holiday meeting. They went to all the synagogues and made contact with every religious leader at the synagogues. They will ensure that there are increased patrols throughout the High Holidays. Since becoming Chief he has been asked by a lot of the seniors in the community to bring the COP program back. BSO has allowed that program to continue, and Deputies Hoff and Session brought the program back and provided an orientation for four new COP's.

Captain Tarala addressed the incident in the Northwest section of the City. They have increased patrols and will be putting up the eye in the sky and pole camera. They will be proactively going out as a deterrent and the deputies walked the streets talking to the community.

Fire Chief Pellecer thanked the Commission for their support for the Patriot Day Celebration. He looks forward to making it bigger and better each year and has plans for a mural and monument in the future to teach the future generations to never forget that tragic day.

He said the push-in ceremony is finally in the books, and thanked Mayor Ryan for allowing him to show him the station. The new recruits will be doing the Fire Department Pride Run, starting at the Dania Beach Pier, and ending at the fire station. They will start preparing for the annual toy drive that is scheduled for the Friday and Saturday after Thanksgiving.

Chief Pellecer said as we embrace the holiday season, always remember safety. Whether traveling, decorating, or celebrating with loved ones; remember to prioritize safety. Drive responsibly, handle decorations with care and be mindful of fire hazards and let's make this season festive for everybody. He shared a personal message stating, before you step out that door, take a moment and hug your loved ones, tell them "I love you". Life is unpredictable, those

words can mean the world to them. Let love be the last thing they feel from you as you leave first thing in the morning and the first thing they remember when you come back at night. Spread the love and cherish the moment.

8. CITIZENS' COMMENTS

The following spoke under citizen's comments:

- Reverend McElroy – 650 S Federal Highway
- Santisha Ragins - 650 S Federal Highway

9. CONSENT AGENDA

Commissioner James made a motion to approve the consent agenda. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

9.1 Minutes:

- August 22, 2023, Regular City Commission Meeting Minutes
- August 23, 2023, City Commission Budget Workshop Minutes

Approved under consent agenda.

9.2 Travel Requests: None.

9.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT WITH UNITED HEALTHCARE FOR THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE, PROCURED BY THE GEHRING GROUP AS BROKER OF RECORD, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS THAT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

Approved under consent agenda.

9.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1,

2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

Approved under consent agenda.

9.5 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DRINKING WATER STATE REVOLVING FUND PLANNING LOAN APPLICATION WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN AUTOMATED METER READING AND INFRASTRUCTURE SYSTEM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

9.6 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00), WITH RONALD L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00) FOR FISCAL YEAR 2023-24; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

Approved under consent agenda.

9.7 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION TO THE BROWARD BOATING IMPROVEMENT PROGRAM IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), TO PROVIDE FUNDING FOR THE GRIFFIN MARINE PARK BOAT RAMP AND DOCK REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

9.8 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY &

CASUALTY INSURANCE PROGRAM FOR THE CITY THROUGH RISK MANAGEMENT ASSOCIATES, INC., WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WHICH INSURANCE PACKAGE SHALL INCLUDE COVERAGE FOR PROPERTY, CRIME, LIABILITY, WORKERS' COMPENSATION, AND OTHER COVERAGES TO INCLUDE THE NATIONAL FLOOD INSURANCE PROGRAM ("NFIP"), FOR A COMBINED ANNUAL PREMIUM AMOUNT OF ONE MILLION, NINE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED FORTY FIVE DOLLARS (\$1,942,445.00) FOR COVERAGE BEGINNING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

Approved under consent agenda.

9.9 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR POLICE SERVICES DATED OCTOBER 1, 2020; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT FOR SUCH SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

9.10 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING AN APPLICATION TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION AS PART OF THE COMPLETE STREETS AND OTHER LOCALIZED INITIATIVE PROGRAM FOR THE CONSTRUCTION OF SOUTHWEST 1ST AVENUE / NORTHWEST 1ST AVENUE COMPLETE STREET PROJECT ALONG SOUTHWEST 1ST AVENUE / NORTHWEST 1ST AVENUE FROM NORTHWEST 3RD STREET TO STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Approved under consent agenda.

10. BIDS AND REQUESTS FOR PROPOSALS

10.1 RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSAL ("RFP") NO. 23-006, I.T. PARKER COMMUNITY CENTER RENOVATION TO VERCETTI ENTERPRISES, IN AN AMOUNT OF SEVEN HUNDRED AND FIFTY-FIVE THOUSAND SIX HUNDRED AND SEVENTY-ONE DOLLARS (\$755,671.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Parks & Recreation)*

City Attorney Boutsis read the title of the resolution into the record.

Vice Mayor Lewellen made a motion to approve the resolution. The motion was seconded by Commissioner James which carried unanimously on voice vote.

10.2 RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 23-013 “WAPRO WASTOP VALVE INSTALLATION” TO AQUA-NAUTIK UNDERWATER WORK LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

City Attorney Boutsis read the title of the resolution into the record.

Vice Mayor Lewellen made a motion to approve the resolution. The motion was seconded by Commissioner James which carried unanimously on voice vote.

11. QUASI-JUDICIAL HEARINGS

11.1 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN APPLICATION (SP-049-16MOD) FOR THE APPLICANT, DANIA LIVE 1748 II, LLC, FOR PROPERTY GENERALLY LOCATED AT 1841 WAY POINTE PLACE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A" ("PROPERTY"), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of the ordinance into the record and swore in anyone who may be speaking on the item. She also asked for any disclosures as to the application and there were none.

Deputy Director of Community Development, Corinne Lajoie, introduced the item.

Commissioner James asked how often we look at the parking at Dania Pointe to see if they need additional floors in the parking garage and Deputy Director Lajoie responded that it is reviewed every time there is a new building or addition. This was looked at and the applicant still meets code requirements in terms of the number of parking spaces. They are aware that as they come in with future structures, they will need additional parking going forward.

Dennis Mele, 200 E. Broward Blvd., on behalf of the applicant, said Deputy Director Lajoie gave a thorough presentation. This particular addition is next to the parking garage and should not be an issue. He understands the point and they will continue to work on the parking issue as they move forward with the rest of Dania Pointe.

Vice Mayor Lewellen asked when they would be opening this location and Brandon Reynolds, 4411 Lighthouse Point, said the goal is to be open by the third quarter of next year.

Vice Mayor Lewellen stated that the City needs to review the parking as she has had people from West Palm Beach and Miami asking her when it will be open. It is going to be very popular.

Commissioner James and Commissioner Salvino shared their concerns about the parking in that area.

Mayor Ryan opened the floor to public comments and the following spoke:

- Ricky Young - 225 NW 7th Avenue

Commissioner Salvino made a motion to approve the resolution. The motion was seconded by Commissioner James which carried unanimously on voice vote.

12. FIRST READING ORDINANCES

None.

13. SECOND READING ORDINANCES

13.1 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING 28 ENTITLED "LAND DEVELOPMENT CODE", PART II, SITE DEVELOPMENT REGULATIONS, ARTICLE 265. - OFF-STREET PARKING REQUIREMENTS, AT SECTION 265-140, ENTITLED "STRUCTURE PARKING FACILITIES" TO REMOVE CERTAIN REQUIREMENTS RELATING TO PARKING GARAGE REQUIREMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of the ordinance into the record.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the ordinance on second reading. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13.2 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING 28 ENTITLED "LAND DEVELOPMENT CODE", PART 6, "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS", ARTICLE 635 "SITE PLANS", AT SECTION 635-30 "EXCLUSIONS", TO EXCLUDE DUPLEX CONSTRUCTION FROM THE DEVELOPMENT REVIEW COMMITTEE REQUIREMENT;

PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Lewellen made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner James which carried unanimously on voice vote.

13.3 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 8 ENTITLED “BUILDINGS”, ARTICLE II, ENTITLED “PROPERTY STANDARDS”; AT SECTION 8-25, ENTITLED “BUILDING SAFETY INSPECTION PROGRAM - 40-YEAR CERTIFICATION PURSUANT TO SECTION 110.15 BROWARD COUNTY ADMINISTRATIVE PROVISIONS, CHAPTER 1, FLORIDA BUILDING CODE AND POLICY #5-05 OF THE BROWARD COUNTY BOARD OF RULES AND APPEALS (BORA) AND RE-CERTIFICATION EVERY 10 YEARS THEREAFTER” TO REFLECT BROWARD COUNTY REQUIREMENTS ELIMINATING REFERENCE TO A 40 YEAR RECERTIFICATION AND IMPLEMENTING A “BUILDING SAFETY INSPECTION PROGRAM”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the ordinance on second reading. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13.4 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA AMENDING CHAPTER 6, ENTITLED “BEACHES, PARKS, WATERWAYS AND RECREATION” OF THE CITY’S CODE OF ORDINANCES, BY AMENDING SECTION 6-2.1, ENTITLED “HOURS OF PUBLIC OCEAN PARK BEACH USE” TO UPDATE THE HOURS OF OPERATION FOR THE BEACH AND PIER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Ryan)*

City Attorney Boutsis read the title of the ordinance into the record.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

14. DISCUSSION AND POSSIBLE ACTION

14.1 Broward County Historic Preservation Board - 2023 Broward Pioneer Day - Dania Beach Nominee - *Sponsored by Mayor Ryan*

Mayor Ryan stated that he would like to nominate David Nuby Sr. and read his biography.

There was consensus to nominate David Nuby Sr. as the Broward Pioneer Day nominee.

14.2 Appointment of Elected Official to Serve as Alternate City Representative to Solid Waste Processing Authority

Mayor Ryan nominated Commissioner James as an alternate. There was consensus from the Commission.

14.3 Discussion of Potential Partnership with Lux Neon Art Gallery for Dania After Dark - *Sponsored by Commissioner Davis*

Commissioner Davis commented that she attended a soft opening and they offered to donate a neon light for Dania After Dark and potentially do something for the 120th Birthday Celebration. The City is not going to do a formalized partnership at this time, but they do want to work with the City and participate in events. She would like consensus to work with them and to accept the signage that they have created for Dania After Dark.

A consensus was received from the Commission.

14.4 Appointment of Commission Liaison to Broward County Schools Representing Dania Beach – *Sponsored by Commissioner James*

Commissioner Davis commented that she does not feel that a Liaison is necessary, she has been working with the school board over the last several months and she does not think we need one person to speak on behalf of the Commission to the school board.

Vice Mayor Lewellen said she agreed with Commissioner Davis, it is not like the Solid Waste Board where a board member is going and attending. She has also done things on her own with the school board. If this is not going to preclude the rest of the Commission from going there and doing what they need to do, then she does not have a problem with it.

Commissioner James said she has found that the City and the school board are having two different discussions. When the City is budgeting to provide funds for a playground, Collins Elementary is not slated to have a playground built. It is not to preclude anyone from speaking to their school board members, but for someone to bring back the information they are discussing at the school board meetings, so that everyone can be on the same page.

Discussion continued amongst the Commission regarding the need for a representative.

Commissioner Salvino made a motion to nominate Commissioner James. The motion was seconded by Commissioner James which carried 4-1 with Commissioner Davis voting no.

15. APPOINTMENTS

- 15.1 Education Advisory Board - 1 vacancy
- Commissioner James appointment

Commissioner James appointed Polly Jones Moseley.

16. COMMISSION COMMENTS

- 16.1 Commissioner Davis

Commissioner Davis commented on the 9/11 ceremony and commended Chief Pellecer for a wonderful ceremony. She said she attended the funeral for Battalion Chief Terryson Jackson, it was a sad ceremony but touching to see all of the BSO Brotherhood come out and give respect for their fallen brother. She attended a United Way Mission Event at the Mad Arts Gallery for veterans and information on housing was provided. She also attended an event at the AC Marriott for the Florida Restaurant Lodging Association. The event paired all those in tourism together and they discussed tourism in Dania Beach. Parking was an issue for that event.

- 16.2 Commissioner James

Commissioner James said she visited the Chamber Luncheon and encouraged everyone to get involved with the Chamber. She was honored last week at the University of Miami for the Women of the Hall of Fame and was able to share about her journey here in the City of Dania Beach. She gives her condolences to Horace Atkins and family.

She is requesting funds from her contingency to go towards her Thanksgiving Drive that she holds at C.W. Thomas Park with Parks and Recreation in the amount of \$4,000.00. There was consensus from the Commission.

Mayor Ryan donated \$500.00 from his contingency to go towards the Thanksgiving Drive as well.

Commissioner Salvino said he will match the Mayor and donate \$500.00 from his contingency towards the Thanksgiving Drive.

- 16.3 Commissioner Salvino

Commissioner Salvino spoke about the Employee Appreciation Picnic and noted there have been a lot of people who have donated to the event. Our new Events Coordinator is taking charge of the event and he knows the contributors will be making it a spectacular day. Dania After Dark will follow and he is excited for our employees and residents.

- 16.4 Vice-Mayor Lewellen

Vice Mayor Lewellen spoke about the ongoing issue with homelessness and the gentleman that the Chief spoke about at the last commission meeting. They did everything right to get him help and unfortunately, the system failed, and he is back on the streets. She explained the situation and commented that she will be moving forward with trying to change the law and see what else can be done. She will be coming back with updates on what is going on. She commends the BSO team for all the work that they have been doing and continue to do. She will not give up and will continue fighting for this to make it move forward.

16.5 Mayor Ryan

Mayor Ryan commented on the fishing tournament held by the Improvement Committee and is requesting consensus to waive the fee for the I.T. Parker Center. A consensus was received from the Commission to waive the fee.

Discussion ensued regarding the future event at this location.

Mayor Ryan requested to donate \$1,000.00 from his contingency account to Lighthouse for their thanksgiving meal. A consensus was received from the Commission.

Mayor Ryan requested to donate \$2,000.00 from his contingency account to the Historical Society. A consensus was received from the Commission.

Commissioner Salvino matched the Mayors contingency requests for Lighthouse and the Historical Society.

Mayor Ryan emphasized Commissioner James' prior induction into the University of Miami's Women's Hall of Fame and commemorated her for her achievements.

17. ADJOURNMENT

Mayor Ryan adjourned the meeting at 9:30 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



City of Dania Beach Public Services Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Director/ City Engineer

SUBJECT: AUTHORIZATION TO EXECUTE THE SECOND OF TWO 2-YEAR
RENEWAL OPTIONS OF THE EXISTING AGREEMENT FOR BUS STOP
BENCHES AND SHELTERS MAINTENANCE WITH MARTIN GOLD COAST,
LLC

Request:

The Public Services Department (PSD) requests the adoption of a resolution authorizing the execution of the 2-year renewal of the existing contract with Martin Gold Coast, LLC for the maintenance of all bus stop benches, bus stop shelters, and associated litter containers on City rights-of-way.

Background:

City has utilized MGC's services for nearly the past three years for the provision of maintenance to all City bus stop benches and bus stop shelters. A total of 55 benches with trash cans and 66 bus shelters are currently installed on City right-of-ways. The maintenance agreement includes the removal of trash as well as emptying the litter cans at all locations. In addition, routine repairs for damaged or vandalized benches are provided for the cost of the parts plus 12 percent.

The City is very satisfied with MGC's level of service and overall dependability. In December 2021, the City exercised the first of two options to renew the agreement for a two-year period, and now seeks to go ahead with the second renewal option.

Budgetary Impact

The fiscal year 2023-24 budgeted amount for this service is \$66,200, and will be funded from Streets Repair and Maintenance Ground Services Account No. 001-39-06-541-46-50 .

Recommendation

Approval of the resolution authorizing the renewal of the bus stop benches and shelters maintenance agreement with Marlin Gold Coast, LLC is recommended.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH MARTIN GOLD COAST, LLC FOR BUS STOP BENCHES AND SHELTER MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$66,200.00) ANNUALLY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is requesting a renewal of the Agreement with Martin Gold Coast, LLC (“MGC”) for the second and final two (2) year renewal term for bus stop and shelter maintenance, including hardware maintenance when needed, of an agreement that expires on September 30, 2023; and

WHEREAS, the City has used MGC’s services for nearly five years and is very satisfied with its quality and reliability; and

WHEREAS, the proposed Renewal Agreement with MGC will exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00), therefore requiring City Commission approval via Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the second and final two (2) year Renewal Agreement, effective October 1, 2023, at the same cost as applicable to the First Renewal and Amendment dated December 17, 2021, a copy of the Second Renewal is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference.

Section 3. That funding for the services provided by this Renewal Agreement is available in the Streets Repair & Maintenance Services Account No. 001-39-06-541-46-50.

Section 4. That the City is authorized to exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) for the Fiscal Year 2023-24 and all subsequent fiscal years to which the Renewal Agreement applies.

Section 5. That the City Manager and City Attorney are authorized to make minor revisions to the Renewal Agreement as are deemed necessary and proper and in the best interest of the City.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to such extent of such conflict.

Section 7. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SECOND RENEWAL TO AN EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND MARTIN-GOLD COAST, LLC, TO PROVIDE MAINTENANCE OF CITY-WIDE BUS SHELTERS AND TRASH CANS SERVICES.

This is the Second Renewal (the “Renewal”) to an Agreement (the “Agreement”) existing between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and Martin-Gold Coast, LLC, a Florida limited liability company (the “Contractor”) with its principal mailing address of 150 NW 70 Avenue, Suite 5, Plantation, Florida 33317 for providing City-wide bus stop and shelter maintenance. A copy of the Agreement dated September 18, 2018 and the First Renewal and Amendment dated December 17, 2021 are made a part of and are incorporated into this Second Renewal by this reference.

In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. That the current First Renewal will expire on September 30, 2023.
2. That the cost for the two year renewal period will be Sixty Six Thousand Two Hundred Dollars (\$66,200.00) per year.
3. That the term of the Agreement is extended through and including September 30, 2025.
4. That in all other respects, the Agreement and any and all Exhibits to it, are ratified and reaffirmed, and remains in full force and effect.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 2023.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

ELORA RIERA
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:

MARTIN-GOLD COAST, LLC
a Florida limited liability company

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

Title

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2023, by _____ as _____ of Martin-Gold Coast, LLC, a Florida limited liability company on behalf of the company He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My commission expires:



City of Dania Beach Public Services Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Public Services Director/City Engineer

SUBJECT: AUTHORIZATION TO EXECUTE A PROPOSAL WITH (CCNA) SALTZ
MICHELSON ARCHITECTS- FIRE ADMINISTRATION EMERGENCY
OPERATION CENTER

Request:

The Public Services Department (PSD) requests authorization to execute a Consultant's Competitive Negotiation Act (CCNA) proposal from Saltz Michelson Architects (SMA) for an amount not to exceed \$404,449.00 for architectural services, including construction administration for the new City of Dania Beach Fire Administration Emergency Operation Center (FAEOC), located at 116 West Dania Beach Blvd.

Background:

The City of Dania Beach has identified the need for a new Fire Administration Emergency Operations Center. The proposed facility will host fire administration, fire prevention training, and an Emergency Operation Center (FAEOC). SMA was chosen as one of fifteen firms awarded as an approved "Architectural, Surveying, Landscape, Architecture and Engineering Consulting Services" under RFQ No. 20-005 per CCNA. The City Commission approved this list on January 12, 2021, via Resolution No. 2021-007. SMA has been selected as the architectural firm to provide comprehensive design and planning services for this project due to its extensive experience in similar EOC and fire design projects.

Budgetary Impact

Funding in the amount of \$404,449.00 will be appropriated from the Fire Rescue Capital Project Design/Professional Services Expenditure Fund Account No. 301-22-04-522-31-10 via a budget transfer from the ARPA Reserve Account No. 301-18-00-519-99-40.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH SALTZ MICHELSON ARCHITECTS, FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE FIRE ADMINISTRATION EMERGENCY OPERATIONS CENTER AND TRAINING FACILITY IN THE AMOUNT OF FOUR HUNDRED FOUR THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$404,449.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach identified the need for a new Fire Administration Emergency Operations Center and Training Facility (the “Project”) to replace three structures that cannot be rehabilitated to meet growing department needs, and which Project will serve as the future City Emergency Operations Center and Information Technology secure datacenter; and

WHEREAS, Saltz Michelson Architects (“SMA”) submitted a proposal for the comprehensive design, planning, and construction management for the Project in the amount of in the amount of Four Hundred Four Thousand Four Hundred Forty-Nine Dollars (\$404,449.00); and

WHEREAS, SMA was selected as one of fifteen firms for continuing design/engineering contract services under RFQ No. 20-005, per the Consultants Competitive Negotiation Act (“CCNA”), awarded under Resolution No. 2021-007, and the City Administration recommends engaging SMA to conduct the design, planning and construction management services for the Project under the CCNA continuing contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That funding for the Project in the amount of Four Hundred Four Thousand Four Hundred Forty-Nine Dollars (\$404,449.00) will be appropriated within the Fire Rescue Capital Design/Professional Services Expenditure Fund Account No. 301-22-04-522-31-10, funded by a budget transfer from the ARPA Reserve Fund Account No. 301-18-00-519-99-40.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



**CITY OF WESTON
BONAVENTURE FIRE RESCUE STATION 21**





Rev. April 20, 2023

February 6, 2023

January 20, 2022

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Attn: Candido Sosa-Cruz
Assistant City Manager

**RE: CITY OF DANIA BEACH FIRE ADMINISTRATION AND TRAINING FACILITY
LOCATED AT 116 WEST DANIA BEACH BLVD., DANIA BEACH, FL
SMA #P22266R2**

Dear Candido:

Thank you for giving us the opportunity to propose on this project. Attached, please see our proposal for Architectural services for the design of a new fire administration and training facility.

Please do not hesitate to contact me should you have any questions. I look forward to working with you.

Best Regards,
Saltz Michelson Architects, Inc.

A handwritten signature in blue ink, appearing to read 'Charles A. Michelson', is written over the printed name.

Charles A. Michelson, AIA, ACHA, LEED AP
President

CAM:NS:sv
Encl: P22266R2

FT LAUDERDALE

3501 Griffin Rd
Fort Lauderdale, FL 33312
954.266.2700

MIAMI

8400 NW 36th St, Suite 450
Doral, FL 33166
305.764.3138

sma@saltzmichelson.com
saltzmichelson.com

AR0009976

THE FIRM

Founded in 1976, SMA is an architectural firm providing a full range of architectural and planning services. Our commitment to quality design, professionalism, and strong-project management allow us to play a key role in the development of public and private projects throughout Florida.

A prominent local firm with large firm capabilities.

For large, small and projects in-between, our proven best practices and proactive interaction with all involved parties delivers results that impress on every level.

SMA delivers a locally aware community partner that has earned a place on the national stage. Award winning. Industry Advanced. Innovation Embracing. The proof is in our project portfolio – past, present and glorious future.

OUR MISSION

Design thoughtful architecture that improves our community.

OUR VISION

We are part of something bigger. By collaborating as a team in service of our client, we design thoughtful architecture for our living community.

OUR VALUES

TEAMWORK

We believe in the power of collaboration.

INTEGRITY

"Always do right. This will gratify some people and astonish the rest." Mark Twain.

INNOVATIVE SOLUTIONS

We explore the boundaries of architecture and the evolution of the connection between form and function.

"We are part of something bigger. By collaborating as a team in service of our client, we design thoughtful architecture for our living community."

SCOPE OF SERVICES

To provide clients with a comprehensive array of services for the development of many types of medical facilities, Saltz Michelson Architects offers the following that are available through its in-house staff and consultants:

- Analysis of projected building and land space requirements, including examination and inventories of existing building usability, if required
- Site selection and development including alternative site determination and evaluation
- Analysis of the impact of development on the surrounding community in terms of traffic generation, community services, and local ecology
- Land use, concurrency, platting and zoning analysis
- Financial feasibility studies including budget determination, project requirements and construction costs
- Master development planning and conceptual design studies
- Tenant coordination and plan review
- Space programming
- Architectural design
- Design development and production of construction documents and specifications as required for building construction
- Structural engineering
- Mechanical and electrical engineering
- Civil engineering
- Landscape architecture
- Interior design
- Construction administration
- Construction consulting
- Design and signage criteria manuals
- LEED AP Services
- Cost Estimating
- Expert Witness Services

PROFESSIONAL SERVICES PROPOSAL



CITY OF WEST PALM BEACH
ADMINISTRATIVE SERVICES CENTER

STANLEY MICHELSON
ARCHITECTS



AGREEMENT FOR PROFESSIONAL SERVICES

Rev. April 20, 2023
January 20, 2022

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Attn: Candido Sosa-Cruz | Assistant City Manager
Phone: 954.924.6800 ext. 3613
Email: csosacruz@daniabeachfl.gov

**RE: City of Dania Beach Fire Administration and Training Facility
Located at 116 West Dania Beach Boulevard, Dania Beach, FL 33304
SMA #P22266R2**

Dear Candido,

Thank you for considering SMA as your trusted advisor for this project. We are pleased to submit the following proposal for design services for the design of a new three-story over parking, $\pm 6,500$ S.F. Fire EOC Facility per the attached exhibit, located in Dania Beach, Florida.

I. SCOPE OF WORK:

Prepare design and construction documents for the Fire EOC Facility project of approximately $\pm 6,500$ S.F. The building will be three stories of conditioned space over covered parking.

1. Programming:
 - a. Review of the project requirements and meet with the Owner as necessary to fully understand the space requirements and provide a concept design – Includes monthly inter-dept/agency coordination -progress meetings.
 - Fire
 - Police
 - City Administration
 - Finance (includes IT)
 - Public Service
2. Schematic Design Phase:
 - a. Prepare schematic floor plan for the EOC building. This includes three (3) rounds of revisions per Owner's comments. Any additional revisions shall be on an hourly basis. Upon approval of the schematic floor plan, we shall proceed to generate exterior elevations of the building accordingly.
 - b. Setup a pre-application meeting with the City of Dania Beach to review the proposed building floor plans/elevations prior to Site Plan Submittal.

- c. Once the elevations are finalized, we will prepare the Site Plan Package for review and approval which shall include the following:
 - i. Application
 - ii. Current survey sketch (by others)
 - iii. Site plan/site tabulation
 - iv. Proposed floor plans
 - v. Proposed roof plan
 - vi. Proposed elevations in black and white and in color
 - vii. Proposed material sample board and color chips
 - viii. Landscape plans
 - ix. Civil engineering plans
 - x. Site lighting plan
 - d. Attendance in meetings with governmental agencies and at a public hearing as required.
 - Includes monthly inter- dept/agency coordination- progress meetings.
 - Fire
 - Police
 - City Administration
 - Finance (includes IT)
 - Public Service
3. Design Development Phase:
 - a. Upon approval of Schematic Design plan, prepare design development drawings including Engineers to review utility requirements and identify changes which will be required for the project.
4. Construction Document Phase
 - a. The construction drawings shall include Architectural, Structural (as required), Mechanical, Electrical, Plumbing and Fire Sprinkler engineering drawings required for building permit. Structural engineering for the attachment of any new equipment is included. Upon completion of construction drawings, we shall issue three (3) signed and sealed sets of drawings for building permit and one (1) set of PDFs for the Contractor's/Client's use.

This fee also includes:

 - i. Response to Building Department comments, including a narrative of all revisions.
 - ii. Response to Requests for Information (RFIs) during bidding and construction period.
 - iii. Review and process shop drawings.
 - b. Interior design selection of finishes.
5. Bidding/Permitting Phase
 - a. Respond to RFI's from Sub-Contractors.
 - b. Participate in a pre-bid walk through with Sub-Consultants.
 - c. Address questions during the bid period.



6. Construction Administration Phase
 - a. Attend all project meetings and prepare/distribute project meeting minutes.
 - b. Address all RFI's.
 - c. Address all requests for Change Orders, keeping a Change Order Log for review by the Owner.
 - d. Review all shop drawings, keeping a Shop Drawing Log for review by the Owner.
 - e. Review all Applications for Payment prior to presenting to the Owner.
 - f. Conduct Punch list activity at the claim of Substantial Completion by the Contractor.

II. ASSUMPTIONS:

1. All equipment will be selected by the Owner. Equipment specifications will be provided to the Architect and Engineer for design.
2. Furniture selection is not included.
3. Civil Engineering is included. Assumes adequate water and sewer has been provided to the building location. Off-site civil engineering is not included, If necessary, we will provide an additional service.
4. An up-to-date ALTA survey will be provided by the Client with all utility locations, grades, elevations, easements, etc. and above ground improvements to the center line of the streets.
5. Soil Engineer's services will be provided by the Client. Soil testing, structural footing recommendations and percolation tests for drainage calculation is not included and will be provided by the Client. Proposal assumes conventional footings. If piles are required, a separate fee will be prepared.
6. AutoCAD backgrounds of the survey will be provided by the Client.
7. Permitting is by others. Platting, new easements and variances, if required, are by a Land Use Attorney (not included).
8. LEED Certification is not included. We propose to use Green Globes; listed below under fees.
9. Special Inspectors are not included.
10. Park design and areas outside new Fire EOC facility is additional scope.
11. An additional services will be required for inclusion of the existing park space on the adjacent city property.

III. OPINION OF PROBABLE COST

±6,500 S.F. (Building) @ \$450/S.F. =	\$2,925,000.00
Site Work	\$250,000.00
±2,400 S.F. Ground Floor Parking @ \$200/S.F. =	\$480,000.00
Total Budget	\$3,655,000.00



IV. FEE DISTRIBUTION

Firm	Discipline	Pre-Design/ Programming	Schematic Design Includes Site Planning	Design Development	50% Construction Drawings	100% Construction Documents - Permitting	Bidding Assistance/ Permitting	Construction Administration
SMA	Architecture	\$15,000.00	\$38,500.00	\$35,000.00	\$40,000.00	\$40,000.00	\$6,000.00	\$35,000.00
Bildworx	MEP	-	-	\$39,500.00	-	-	-	\$7,000.00
Johnson	Structural	-	-	\$4,000.00	\$7,000.00	\$6,500.00	-	\$2,000.00
Interlink	IT/Low Voltage	-	\$5,026.00	\$5,819.00	-	\$5,336.00	-	\$2,218.00
Holland	Civil Engineering	-	\$7,000.00	\$5,000.00	\$8,000.00	\$9,000.00	\$8,000.00	\$9,000.00
Thomas White	Landscape Arch.	-	\$3,300.00	-	-	-	-	\$500.00
Total Per Phase:		\$15,000.00	\$53,826.00	\$89,319.00	\$55,000.00	\$60,836.00	\$14,000.00	\$55,718.00

Subtotal	\$343,699.00
Site Plan Approval (SMA)	\$16,000.00
Sustainable Design/ Green Globes Certification Consulting and Engineering	\$19,500.00
Green Globes Certification Expenses	\$10,250.00
Total	\$389,449.00
Reimbursable Budget	\$15,000.00

Candido, we welcome the opportunity of assisting you in this project. If you have any questions with regards to the above information, please do not hesitate to contact our offices, and if this proposal meets with your approval, please sign this letter, and initial all the attachments and return our records.

All the terms of this agreement are in accordance with our current agreement with The City of Dania Beach.

We look forward to working with you on this project.



Charles A. Michelson, AIA, ACHA, LEED AP
President

Attachments: None

CAM:jw M:\Proposals\2022 Proposals\P22266 CITY OF DANIA BEACH (Design of a New Fire EOC Facility)\R2



GLOBAL THINKING, LOCALLY MINDED

Page 5 of 6

AR0009976 | Proposal No. P22266R2

Initial: SMA  Client: _____



GLOBAL THINKING, LOCALLY MINDED.

3501 Griffin Road, Fort Lauderdale, FL 33312 • 954.266.2700 • WWW.SALTZMICHELSON.COM



City of Dania Beach Public Services Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Director/City Engineer

SUBJECT: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING THE SW 52nd STREET STORMWATER IMPROVEMENT PROJECT

Request:

The Public Services Department (PSD) requests approval of a resolution authorizing a funding agreement with the Florida Department of Environmental Protection (FDEP) for the “SW 52nd Street Stormwater Improvement Project.”

Background:

On December 8, 2020, following a presentation on stormwater projects the City Commission authorized the SW 52nd Street Stormwater Improvement Project (Project) and other neighborhood drainage projects to address chronic flooding. Subsequently, the Public Services Department (PSD) engaged Chen Moore and Associates to design, prepare construction documents, process permits, and provide post-design services for the Project.

In January 2023, the City of Dania Beach requested funds from the Florida State Legislature to assist in funding the SW 52nd Street Stormwater Improvement Project. The Florida State Legislature approved the City's funding request and awarded \$500,000.00 for the Project. The funding is through a grant agreement with the FDEP. (Public Services).

Budgetary Impact

The Florida Department of Environmental Protection grant will decrease the City's costs for the Project by \$500,000.00. The grant does not require the City to match funds.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), TO PROVIDE FOR FUNDING FOR THE SW 52ND STREET DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2020, the City Commission authorized the SW 52nd Street Stormwater Improvement Project (Project), along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, the City of Dania Beach requested state funding from the Florida State Legislature for the 2023 Legislative Session for the SW 52nd Street Stormwater Improvement Project; and

WHEREAS, the Florida State Legislature awarded the City of Dania Beach Five Hundred Thousand Dollars (\$500,000.00) for the SW 52nd Street Stormwater Improvement Project; and

WHEREAS, the City Administration supports the SW 52nd Street Stormwater Improvement Project and recognizes the benefit of receiving funding from the Florida State Legislature as described in the Agreement attached as “Exhibit A”, which is made a part of and is incorporated into this Resolution by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute an Agreement on behalf of the City of Dania Beach, Florida with the Florida Department of Environmental Protection in the amount of Five Hundred Thousand Dollars (\$500,000.00), to provide funding for the SW 52nd Street Stormwater Improvement Project.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

Section 4. That funding will be appropriated within the Grant Fund.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Dania Beach SW 52nd Street Stormwater Improvement Project** Agreement Number: **LPA0506**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Dania Beach** Entity Type: **Local Government**
Grantee Address: **100 W Dania Beach Blvd** FEID: **59-6000302**
(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 31, 2025**

4. Project Number: Project Location(s): **City of Dania Beach, Broward County**
(If different from Agreement Number)

Project Description: **The Grantee will construct inlets and piping and regrade swales in the road right of way to connect to an existing storm water network.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 500,000.00	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 500,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 500,000.00

6. Department's Grant Manager Name: Kate Pace or successor Address: 3900 Commonwealth Blvd., MS 3570 Tallahassee, FL 32309-3000 Phone: 1 (850) 245-2864 Email: katelyn.pace@floridadep.gov	Grantee's Grant Manager Name: Colin Donnelly or successor Address: 100 W Dania Beach Dania Beach, FL 33004 Phone: 1 (954) 924-6800 (ext. 3618) Email: cdonnelly@daniabeachfl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Dania Beach

GRANTEE

By _____
(Authorized Signature) Date Signed

Ana M. Garcia, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Kate Pace, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- i. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

Attachment 1

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0506**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Dania Beach SW 52nd Street Stormwater Improvement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Dania Beach SW 52nd Street Stormwater Improvement Project

PROJECT LOCATION: The Project will be located in the City of Dania Beach within Broward County; Lat/Long (26.0574, -80.2040). See Figure 1 for a location map.

PROJECT BACKGROUND: The City of Dania Beach's (Grantee) SW 52nd Street is a low-lying residential roadway with no existing stormwater infrastructure, which causes flooding during storm events. A study was conducted in the neighborhood in 2017 to model the project area, to determine deficiencies and recommend stormwater improvements to alleviate flooding. Recommendations from the study that will be addressed through this project will be to regrade the right of way swales, construction of inlets and piping and connecting them to a storm water network along SW 43rd Terrace that discharges to a nearby lake. These improvements will provide additional water quality and provide an outlet for the stormwater runoff to discharge offsite, overall reducing the flooding depth and flooding duration in the neighborhood.

PROJECT DESCRIPTION: The Grantee will construct inlets and piping and regrade swales in the road right of way to connect to an existing storm water network. The project will install approximately five (5) "Type C" Drain Structures; ten (10) 48-inch drainage catch basins; 200 linear feet of 15-inch Reinforced Concrete Pipe (RCP) drainage pipe; and 18-inch RCP drainage pipe.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct the Dania Beach SW 52nd Street Stormwater Improvement Project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

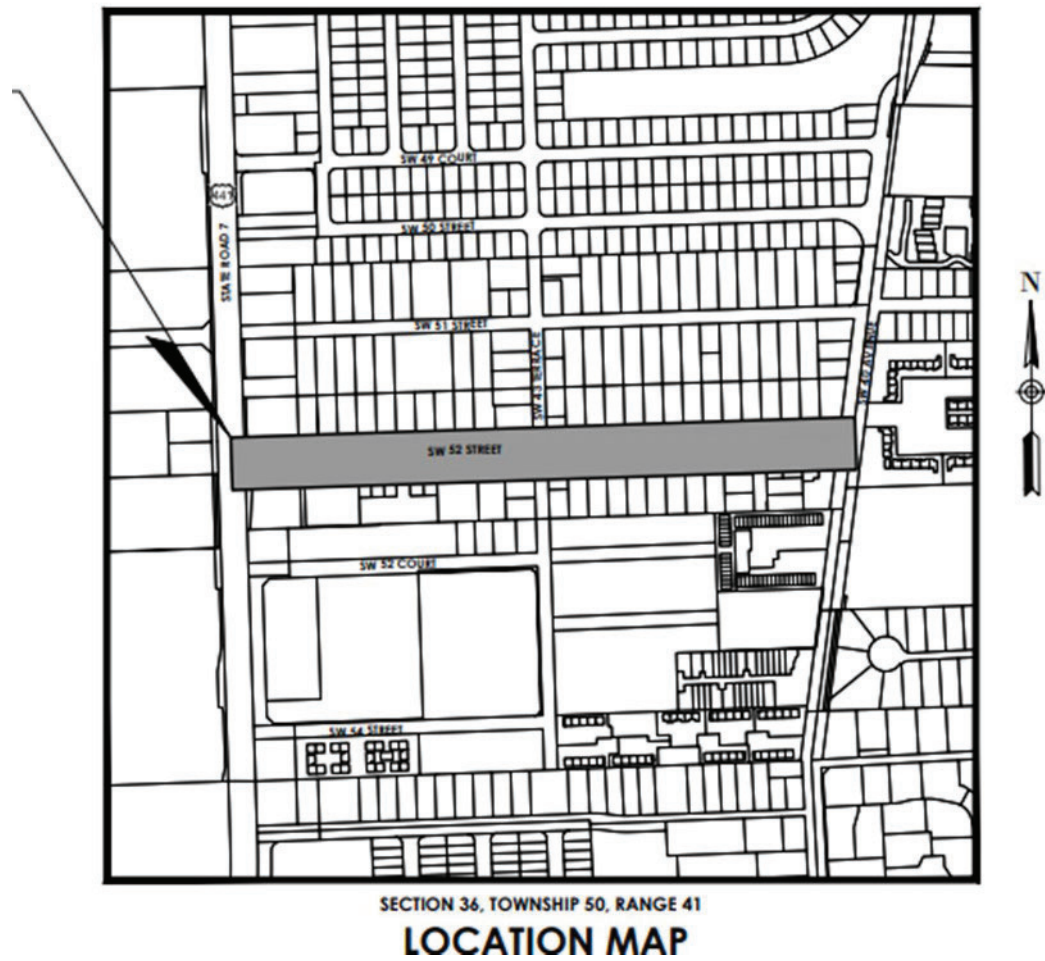
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$500,000	07/01/2023	09/30/2024
Total:			\$500,000		

Figure 1: Location Map



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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	\$500,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$500,000	
-------------	-----------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0506
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the eligible grant [and required match, if applicable] work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

[Delete this section if tasks below are not included in the GWP.]

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

*[FOR PROJECTS with local contributions (*Not legally required match), include this paragraph.] If there is no Local Contribution paragraph in the Project Description, delete this section.*

Local Contributions:

For grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

▪ **Summary of local contributions:**

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



City of Dania Beach Community Development Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: Master Research Agreement between Florida Atlantic University and the City of Dania Beach, Amendment No. 1 – three-month extension from Florida Department of Emergency Management.

Request:

The Community Development Department ("Department") is requesting the City manager to sign Amendment No. 1 to the Master Research Agreement with Florida Atlantic University (FAU).

Background:

The City entered into a Master Research Agreement with FAU on December 15, 2022 for the creation of a Watershed Master Plan in association with the Watershed Planning Grant awarded to the City by the Florida Division of Emergency Management (FDEM) in the amount of \$100,000.

On December 16, 2022, the City signed Task Order No. 1 for period of performance upon execution of the FDEM contract through September 30, 2023. FDEM has approved a three-month watershed grant extension. In accordance with the extension, the City is required to sign Amendment No. 1 to the Master Research Agreement Task Order No. 1.

Budgetary Impact

No additional budgetary impact with this request as this Amendment is to accept the three-month extension approved by FDEM.

Recommendation

Authorization and execution of Amendment No. 1 to the Master Research Agreement Task Order No. 1.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A THREE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into a grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation;

WHEREAS, the Florida Division of Emergency Management's Bureau of Mitigation prioritizes flood risk management as an integral part of its mission; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to amend the original grant agreement to allow for a three-month extension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute an agreement to the Watershed Planning Grant Agreement on behalf of the City of Dania Beach, Florida with the Florida Division of Emergency Management, Bureau of Mitigation for a three-month extension for the creation of a Watershed Master Plan.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

Section 4. That funding will be appropriated within the Grant Fund.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AMENDMENT #1
TO
MASTER RESEARCH AGREEMENT C-23-227
TASK ORDER NO: 1
BETWEEN
FLORIDA ATLANTIC UNIVERSITY
AND
CITY OF DANIA BEACH

The TASK ORDER issued under Master Research Agreement No. C-23-227, between Florida Atlantic University ("UNIVERSITY") and City of Dania Beach ("SPONSOR") which was fully executed on March 14, 2023, is hereby amended to reflect the following modification:

Replace Period of Performance with the following:

Period of Performance: Upon execution of the FDEM contract through December 31, 2023.

Except as hereby modified, all other terms and conditions of the Task Order remain unchanged and in full force.

In WITNESS OF THE FOREGOING, the parties have signed this AMENDMENT, effective on the last date appearing below.

FLORIDA ATLANTIC UNIVERSITY

SPONSOR - CITY OF DANIA BEACH

Miriam Campo
Name: Miriam Campo
Title: Assistant Vice President for Research
Date: August 23, 2023

Name: _____
Title: _____
Date: _____

APPENDIX A

FLORIDA ATLANTIC UNIVERSITY MASTER RESEARCH AGREEMENT TASK ORDER NO. 1

This Task Order is issued under Master Research Agreement No. C-23-227, between Florida Atlantic University ("UNIVERSITY") and City of Dania Beach ("SPONSOR")

Issue Date: December 15, 2022

Principle Investigator: Hongbo Su

Project Title: Phase 2 FDEM Watershed Planning Grant

Period of Performance: Upon execution of the FDEM contract through September 30, 2023

Funding Amount for this Task: \$ 75,000

Payment Schedule: Completion of deliverable 1 \$50,000
Completion of deliverable 2 \$25,000

Deliverables: _____

- Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)
- Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)

The Statement of Work, line item budget, and a budget justification are attached.

All the terms and conditions of the Master Agreement between UNIVERSITY AND SPONSOR shall apply in full to this Task Order.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this Task Order.

SPONSOR – CITY OF DANIA BEACH

Ana M. Garcia Digitally signed by Ana M. Garcia
Date: 2022.12.16 13:56:12 -05'00'

Name: Ana M. Garcia

Title: City Manager, ICMA-CM

Date: 12/16/2022

UNIVERSITY

Miriam Campo

Name: Miriam Campo

Title: Assistant VP for Research

Date: March 14, 2023

Approved as to Legal Form and
Correctness

Eve A. Boutsis Digitally signed by Eve A. Boutsis
Date: 2022.12.16 11:22:55 -05'00'

Eve A. Boutsis, City Attorney

**FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT**

C-23-027

This Agreement is made by and between FLORIDA ATLANTIC UNIVERSITY Board of Trustees, having its business address at 777 Glades Road, P.O. Box 3091, Boca Raton, Florida 33431-0991(hereinafter "UNIVERSITY") and City of Dania Beach, a government applicant, having its business address at 100 W. Dania Beach Blvd, Dania Beach, FL 33004 (hereinafter "SPONSOR").

SUBJECT

The purpose of this Agreement is to Further the research objectives of UNIVERSITY and SPONSOR.

IT IS AGREED:

Article 1.0 RESEARCH PROJECT

1.1 UNIVERSITY agrees to undertake certain research (hereinafter "PROJECT") specifically described in Task Orders issued by SPONSOR to UNIVERSITY. TASK ORDERS will be incorporated in the form attached hereto as Appendix A. Each TASK ORDER will at a minimum include this information:

- a) A unique and sequential identification number.
- b) A Statement of Work (SOW) providing sufficient and reasonable details of the work.
- c) Period of Performance of the identified SOW.
- d) Deliverables and due dates for the deliverables.
- e) Amount of financial support being provided to UNIVERSITY.

1.2 The PROJECT and all work assignments shall be carried out under the direction of a designated PROJECT DIRECTOR (hereinafter "PROJECT DIRECTOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT DIRECTOR.

1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR.

Article 2.0 TERM

2.1 The term of this Agreement extends for a period beginning on October 1, 2022 and continuing through September 30, 2027.

2.2 It is understood that each TASK ORDER will have its own TERM, but the period of

performance must be within the TERM of the Master Agreement. The Master Agreement may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement.

Article 3.0 FACILITIES AND EQUIPMENT

- 3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the PROJECT, other than that specifically provided by SPONSOR under this Agreement.
- 3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY.

Article 4.0 PAYMENT

- 4.1 This Master Agreement does not authorize UNIVERSITY to perform work nor to spend any funds. The funding will be noted and authorized in each TASK ORDER and a payment schedule will be specified for each TASK ORDER.

The foregoing payment by SPONSOR is acknowledged to be full and complete compensation for all work and obligations assumed under this Agreement.

Checks will be made payment to: Florida Atlantic University

Mail checks to: Florida Atlantic University
P.O. Box 198660
Atlanta, GA 30384-8660

The cost of these services will not exceed One Hundred Thousand Dollars (\$100,000), payable pursuant to TASK ORDERS.

Article 5.0 REPORTS

- 5.1 The PROJECT DIRECTOR shall furnish SPONSOR with written reports and/or deliverables according to the schedule outlined in each TASK ORDER.

Article 6.0 PUBLICATION

- 6.1 SPONSOR recognizes that under University policy, the PROJECT results are non-confidential and agrees that PERSONNEL engaging in the PROJECT shall be permitted to present or publish at their own choosing, methods and results of the PROJECT, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.

- 6.2 If SPONSOR believes that any planned publication contains a patentable development and wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.
- 6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

Article 7.0 CONFIDENTIALITY

- 7.1 UNIVERSITY acknowledges that SPONSOR may wish to disclose information which sponsor considers confidential, in furtherance of the PROJECT. SPONSOR acknowledges that UNIVERSITY has no mechanism to maintain or guarantee the confidentiality of information and cannot sustain liability for inadvertent or other disclosure of confidential information. These considerations notwithstanding, if any such information is disclosed by SPONSOR it shall be clearly marked "confidential information" and furnished in writing only to the PROJECT SUPERVISOR or orally disclosed to the PROJECT SUPERVISOR and reduced to writing by the SPONSOR within thirty (30) days of disclosure. Confidential information shall remain the property of the SPONSOR and for a period of three (3) years from the end of the Agreement shall not be used or disclosed to others except in furtherance of this Agreement. The foregoing obligation of non-use and non-disclosure shall not apply to:
- a) Information which at the time of disclosure is in the public domain;
 - b) Information which after disclosure is published or otherwise becomes part of the public domain through no fault of the PROJECT SUPERVISOR;
 - c) Information which was in the possession of the PROJECT SUPERVISOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or
 - d) Information which SPONSOR provides written permission to disclose.

Article 8.0 PATENT AND OTHER RIGHTS AND LICENSE OPTIONS

- 8.1 UNIVERSITY agrees to notify sponsor of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.
- 8.2 UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or

not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one-half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued patents. UNIVERSITY grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly-owned inventions and discoveries. The provisions of article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.

- 8.3 SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.
- 8.4 UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty-bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.
- 8.5 The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub-licensees.
- 8.6 At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.
- 8.7 SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR. Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.

Article 9.0 TERMINATION

- 9.1 Either party may terminate this Master Agreement prior to the designated term by giving thirty (30) days written notice to the other. Terminating this Master Agreement will also terminate all TASK ORDERS that are still active unless the parties agree that the active Scopes of Work will be completed in which event those active projects will be completed under the terms of this Agreement and no further work will be accepted.
- 9.2 Upon early termination of this Master Agreement and TASK ORDERS, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

Article 10.0 LIABILITY AND NEGATION OF WARRANTY

- 10.1 Each party will be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment or agency, and each party agrees to be liable for any damage or injury resulting from said negligent acts or omissions, subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or condition contained within this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) consent by a party to be sued except as authorized under Section 768.28 of the Florida Statutes; (3) a waiver of sovereign immunity; or (4) constituting a hold harmless agreement.
- 10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY makes no express or implied warranties of merchantability of fitness for any particular purpose of data or technical information derived from this RESEARCH PROJECT.

Article 11.0 ASSIGNMENT

- 11.1 This Agreement may not be assigned by SPONSOR without the prior written Agreement of UNIVERSITY.

Article 12.0 PUBLICITY

- 12.1 SPONSOR and UNIVERSITY agree that they will not use the name of the other party, nor of any member of ITS PERSONNEL, in any publicity, advertising, or news release without the prior written approval of the other.

Article 13.0 NOTICES

- 13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by telex or telegram, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

SPONSOR:

Name: City of Dania Beach, Florida
Address: 100 W. Dania Beach Blvd
Dania Beach, FL, 33004
Phone: (954) 924-6805 x 3645
e-mail: enorena@daniabeachfl.gov

FLORIDA ATLANTIC UNIVERSITY

For Administrative matters:

Miriam Campo
Assistant VP for Research
Office of Sponsored Programs
Division of Research
Florida Atlantic University
777 Glades Road, ADM 310
Boca Raton, Florida 33431-0991
campom@fau.edu

For Technical matters:

Principal Investigator: Hongbo Su
Address 777 Grades Load
Boca Raton, Florida 33431
(239) 250-2423
fbloetse@fau.edu

Article 14.0 MISCELLANEOUS

- 14.1 UNIVERSITY and SPONSOR agree that the PROJECT SUPERVISOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.
- 14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

- 14.3 Mediation/Venue/Jurisdiction/Legal Fees. All claims, counterclaims, disputes and other matters in question between SPONSOR and UNIVERSITY arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between SPONSOR and UNIVERSITY arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to litigation in a court of competent jurisdiction in Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Each party shall be responsible for its own legal fees and costs.

- 14.4 This Agreement may not be assigned by the SPONSOR without the written permission of UNIVERSITY.
- 14.5 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.
- 14.6 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.
- 14.7. Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.
- 14.8 The parties shall abide by the Financial Conflict of Interest (FCOI) federal regulations (42 CFR Part 50 Subpart F and 45 CFR Part 94) revised effective September 26, 2011.

The parties hereto have caused this Agreement to be executed by duly authorized representatives effective as of the later date indicated below:

CITY OF DANIA BEACH, FLORIDA
Archibald J. Ryan IV
Digitally signed by Archibald J. Ryan IV
Date: 2022.12.14 17:04:12 -05'00'

Name: Archibald J. Ryan IV

Title: Mayor

Date: December 14, 2022

Ana M. Garcia
Digitally signed by Ana M. Garcia
Date: 2022.12.13 10:48:56 -05'00'

Name: Ana M. Garcia, ICMA-CM

Title: City Manager

FLORIDA ATLANTIC UNIVERSITY

Miriam Campo

Name: Miriam Campo

Title: Assistant VP for Research

Date: Dec 15, 2022

ATTEST:
Thomas Schneider
Digitally signed by Thomas Schneider
Date: 2022.12.14 17:04:50 -05'00'
Thomas Schneider, CMC
City Clerk

Approved as to Legal Form and Correctness:

Eve A. Boutsis
Digitally signed by Eve A. Boutsis
Date: 2022.12.13 09:40:33 -05'00'

Eve A. Boutsis, City Attorney



APPENDIX A

**FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
TASK ORDER NO. XX**

This TASK ORDER is issued under Master Research Agreement No. C-23-027, between Florida Atlantic University and the City of Dania Beach, Florida.

TO Issue Date:

Principle Investigator:

Project Title:

Period of Performance:

Funding Amount for this Task: \$

Payment Schedule:

Deliverables:

The Statement of Work, line item budget and a budget justification are attached.

All the terms and conditions of the Master Research Agreement between UNIVERSITY AND SPONSOR shall apply in full to this TASK ORDER.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this TASK ORDER.

SPONSOR

Name: Archibald J. Ryan IV
Title: Mayor
Date: _____

FLORIDA ATLANTIC UNIVERSITY

Name: Miriam Campo
Title: Assistant VP for Research
Date: _____

**Approved as to Legal Form and
Correctness**

Eve A. Boutsis, City Attorney

TASK ORDER NO. XX
STATEMENT OF WORK

TASK ORDER NO. XX

BUDGET AND BUDGET JUSTIFICATION

FAU Master Research Agreement for Creation of a Watershed Master Plan REVISED signed by Dania Beach

Final Audit Report

2022-12-15

Created:	2022-12-15
By:	Pamela Gale (pgale@fau.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUyYjkbS9AE4RtfgiqgS06MRvAeq_U4oX

"FAU Master Research Agreement for Creation of a Watershed Master Plan REVISED signed by Dania Beach" History

 Document digitally presigned by Eve A. Boutsis (eboutsis@daniabeachfl.gov)
2022-12-13 - 2:40:33 PM GMT

 Document digitally presigned by Ana M. Garcia (agarcia@daniabeachfl.gov)
2022-12-13 - 3:48:56 PM GMT

 Document digitally presigned by Archibald J. Ryan IV (AJRyan@daniabeachfl.gov)
2022-12-14 - 10:04:12 PM GMT

 Document digitally presigned by Thomas Schneider (tschneider@daniabeachfl.gov)
2022-12-14 - 10:04:50 PM GMT

 Document created by Pamela Gale (pgale@fau.edu)
2022-12-15 - 6:54:39 PM GMT

 Document emailed to Miriam Campo (campom@fau.edu) for signature
2022-12-15 - 6:56:25 PM GMT

 Email viewed by Miriam Campo (campom@fau.edu)
2022-12-15 - 7:49:30 PM GMT

 Document e-signed by Miriam Campo (campom@fau.edu)
Signature Date: 2022-12-15 - 7:49:40 PM GMT - Time Source: server

 Agreement completed.
2022-12-15 - 7:49:40 PM GMT



City of Dania Beach Public Services Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando Rodriguez, Public Services Director
Dincer Akin Ozaydin, PE, Deputy Director/City Engineer

SUBJECT: APPROVAL OF FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION FUNDING AGREEMENT FOR THE “VULNERABILITY
ASSESSMENT” PROJECT.

Request:

The Public Services Department (PSD) requests approval of a Florida Department of Environmental Protection (FDEP) Funding Agreement in the amount of \$95,500 for the “Vulnerability Assessment” Project.

Background:

FDEP requires all municipalities within the state to conduct a vulnerability assessment of public facilities to help mitigate the impact of flooding and sea level rise. FDEP made grant funding available through the Resilient Florida Grant Program to assist. On August 31, 2021, the City of Dania Beach applied for a Resilient Florida grant to conduct a vulnerability assessment and was subsequently awarded a grant of \$95,500. The City and South Florida Regional Planning Council (SFRPC) had previously partnered on a "perils of flood" analysis; however, this analysis requires updating which will be part of the Vulnerability Assessment. The City wrote the grant application with the intension of partnering with SFRPC to continue the work. On June 13, 2023, the City Commission authorized an ILA with the SFRPC to create the vulnerability assessment funded by this Resilient Florida grant in the amount of \$95,500.

Budgetary Impact

The Resilient Florida Funding Agreement from the FDEP Grant Award (22PLN41) will be used to offset the cost of the agreement with the SFRPC in the amount of \$95,000 to conduct the “Vulnerability Assessment” Project.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$95,500.00) FOR THE VULNERABILITY ASSESSMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Environmental Protection (FDEP) requires all municipalities within the state to conduct a vulnerability assessment of public facilities to flooding and sea level rise; and

WHEREAS, the City of Dania Beach applied to the Florida Department of Environmental Protection (FDEP) for a Resilient Florida Grant to assist in funding a vulnerability assessment of critical assets with the City of Dania Beach; and

WHEREAS, on June 13, 2023, the City Commission, via Resolution 2023-054, entered into the Interlocal Agreement with the South Florida Regional Planning Council in the amount of Ninety-Five Thousand Five Hundred (\$95,500.00) to develop a vulnerability assessment; and

WHEREAS, the City Administration supports the Vulnerability Assessment and is interested in receiving Resilient Florida funding from the FDEP as described in the Agreement attached as “Exhibit A”, and the Agreement is made a part of and is incorporated into this Resolution by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute a Resilient Florida Grant Agreement on behalf of the City of Dania Beach with the Florida Department of Environmental Protection in the amount of Ninety-Five Thousand Five Hundred Dollars (\$95,500.00), to provide funding for the Vulnerability Assessment being developed with the South Florida Regional Planning Council.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

Section 4. That funding for this Vulnerability Assessment in the amount of \$95,500.00 will be appropriated within the Grant Fund Account No. 103-39-01-539-31-10.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Dania Beach Vulnerability Assessment** Agreement Number: **22PLN41**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Dania Beach** Entity Type: **Local Government**
Grantee Address: **100 West Dania Beach Boulevard, Dania Beach, Florida 33004** FEID: **59-6000302** (Grantee)

3. Agreement Begin Date: **7/1/2021** Date of Expiration: **6/30/2024**

4. Project Number: Project Location(s): **Broward County**
(If different from Agreement Number)
Project Description: **he project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Dania Beach and update the comprehensive plan coastal management element language to comply with Peril of Flood requirements.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 95,500.00	☒ State ☐ Federal	FY 21-22 GAA Line Item #1707A ☐	\$ 95,500.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 95,500.00

6. Department's Grant Manager Name: Andrea Pelton or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-2186 Email: Andrea.Pelton@FloridaDEP.gov	Grantee's Grant Manager Name: Colin Donnelly or successor Address: City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004 Phone: (954) 924-6808 ext. 3618 Email: cdonnelly@daniabeachfl.gov
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Dania Beach

GRANTEE

By _____
(Authorized Signature) Date Signed

Ana M. Garcia, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Eddy Bouza, Program Management Director

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Andrea Pelton

DEP QC Reviewer, Christina Rouslin

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

Attachment 1

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22PLN41**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the City of Dania Beach Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN41**

ATTACHMENT 3

PROJECT TITLE: City of Dania Beach Vulnerability Assessment

PROJECT LOCATION: The Project is located in the City of Dania Beach within Broward County, Florida.

PROJECT DESCRIPTION:

The City of Dania Beach (Grantee) will complete the Dania Beach Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as amend the comprehensive plan to comply with the Peril of Flood statute.

TASKS AND DELIVERABLES:

Task 1: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

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

Task 2: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and

- **2.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, Florida Statutes (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

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

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

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

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

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

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;

- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

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

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

Task 9: Peril of Flood Compliance

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

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

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

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

The Department's Grant Manager will provide the deliverable to DEO for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

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

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

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

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Assemble Steering Committee	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	3/31/2024
2	Conduct Steering Committee Meetings	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	3/31/2024
3	Acquire Background Data	Contractual Services	\$15,000	\$0	\$15,000	7/1/2021	3/31/2024
4	Exposure Analysis	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	3/31/2024
5	Sensitivitiy Analysis	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	3/31/2024
6	Identify Focus Areas	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	3/31/2024
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$26,000	\$0	\$26,000	7/1/2021	3/31/2024
8	Public Presentation	Contractual Services	\$2,000	\$0	\$2,000	7/1/2021	3/31/2024
9	Peril of Flood Compliance	Contractual Services	\$7,500	\$0	\$7,500	7/1/2021	3/31/2024
Total:			\$95,500	\$0	\$95,500		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	21.22	37.098	Resilient Florida Programs	\$95,500.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$95,500.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

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

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

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22PLN41

CITY OF DANIA BEACH VULNERABILITY ASSESSMENT

City of Dania Beach

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22PLN41

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN41

Project Title: City of Dania Beach Vulnerability Assessment

Grantee: City of Dania Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

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

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 22PLN41

Project Title: City of Dania Beach Vulnerability Assessment

Grantee: City of Dania Beach

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

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

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

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

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

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

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

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

Identify all counties and municipalities that are included in this Vulnerability Assessment:

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

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Andrea Pelton**

Title:

Signature:

Date:



City of Dania Beach City Manager Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM , Deputy City Manager

SUBJECT: ADOPTING THE UPDATE OF THE BROWARD COUNTY LOCAL MITIGATION STRATEGY (LMS) PLAN

Request:

City Administration is requesting approval of Resolution authorizing the City to adopt the update of the multi-jurisdictional Local Mitigation Strategy (LMS) Plan.

Background:

After Hurricane Andrew in 1992, Broward County first applied for Hazard Mitigation Grant Program (HMGP) projects through FEMA. At that time, there was not a countywide hazard mitigation plan in existence for Broward County. In the mid- 1990's as part of trying to implement the 404 (mitigation)/406 Public Assistance programs and the HMGP program for Hurricane Andrew, Broward County recognized a void and began the process to formulate the County's first hazard mitigation plan. The Plan has seen many updates and versions since to address current hazard mitigation practices and planning.

Prior to the creation of the LMS, there was no existing comprehensive, cohesive, or coordinated hazard mitigation program established for Broward County and its 31 municipalities to deal with emergency response and recovery issues, long and short-term planning issues, and economic issues relating to mitigation. The development and implementation of a local mitigation strategy provides a mechanism to address issues that will reduce or eliminate exposure to hazard impacts.

The LMS has the on-going support of all Broward County municipalities, private sector, and nonprofit organizations. This document will be utilized as a viable working tool to mitigate losses.

Broward County's 1.9 plus million residents are the ultimate benefactors of this hazard mitigation project. An immediate short-term benefit of this project is to provide a forum for discussion and implementation of mitigation for Broward County. Minimizing and breaking the repetitive cycle of destruction and rebuilding after a disaster is a long-term goal that may be achieved by the implementation of this strategy.

Broward County Board of County Commissioners (Board) has consistently updated the plan as required. The Board adopted Resolution No. 2017-650 which approved an enhancement to the

LMS plan, modifying and improving previous versions of the plan. Between November 2021 and May 2022, the County's Emergency Management Division held quarterly meetings to gather public comments prior to submitting the proposed LMS plan to Florida Division of Emergency Management and (FDEM) and Federal Emergency Management Agency (FEMA) for final review and approval. On July 11, 2023, FDEM approved the proposed LMS plan and FEMA approved the proposed LMS plan on July 3, 2023, contingent upon its adoption by the county. The City of Dania Beach adopted the prior LMS on June 19, 2018.

Budgetary Impact

The City of Dania Beach must adopt the revised plan to remain eligible for FEMA grant funding.

Recommendation

The City Administration recommends approving the attached Resolution and adopting the update of the Local Mitigation Strategy (LMS) Plan.

Attachments: R-2023- Broward County LMS Update
Broward County LMS 2023 Plan Update

cc: Eve Boutsis, City Attorney
Lori Adams, Legal Department Manager
Fernando Rodriguez, Public Services Director
Eleanor Norena, Community Development Director
Dincer Ozaydin, Public Services Deputy Director
Colin Donnely, CIP and Grants Administrator

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE UPDATE OF THE MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Federal Emergency Management Agency ("FEMA") regulation 44 C.F.R. § 201.6(d)(3) requires local jurisdictions to review and update their Local Mitigation Strategy ("LMS") plan every five (5) years to reflect changes in development, progress in mitigation efforts, and changes in priorities in order to maintain eligibility for mitigation project grant funding; and

WHEREAS, the plan serves as a blueprint for mitigation planning to assist local governments in reducing threats from natural and manufactured hazards; and

WHEREAS, the plan is submitted to the Florida Division of Emergency Management ("FDEM") for initial review and coordination, then to FEMA for review and approval; and

WHEREAS, the Broward County Board of County Commissioners (the "Board") has consistently updated the plan as required; and

WHEREAS, on December 12, 2017, the Board adopted Resolution No. 2017-650, which approved an enhancement to the LMS plan, modifying and improving previous versions of the plan; and

WHEREAS, between November 2021 and May 2022, the County's Emergency Management Division held quarterly public meetings to gather public comments prior to submitting the proposed LMS plan to FDEM and FEMA for final review and approval; and

WHEREAS, on July 11, 2023, FDEM approved the proposed LMS plan; and

WHEREAS, FEMA approved the proposed LMS plan on July 31, 2023, contingent upon its adoption by the County; and

WHEREAS, the City adopted the prior LMS on June 19, 2018; and

WHEREAS, FEMA over the years has approved funding under the FEMA Hazard Mitigation Grant Program through Broward County, which the City can access the grant funds by adhering to federal rules, which require that the City adopt the County's Local Mitigation Strategy (LMS); and

WHEREAS, the City must adopt the revised plan to remain eligible for FEMA grant funding; and

WHEREAS, the City Commission finds it in the best interest of the City to approve the ILA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the Local Mitigation Strategy ("LMS") plan is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. That the proper City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit “A”
Local Mitigation Strategy ("LMS")
(See Following Pages)



**Broward County
Emergency Management Division**

LOCAL MITIGATION STRATEGY

**for
Broward County
and its
Municipalities**

July 2023

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Preface

The Broward County Local Mitigation Strategy (LMS) was developed in 1997, 1998, 1999, and 2004, 2009, 2012 and 2017. This 2022 update supersedes the prior versions. It was first adopted in March 2000, a follow-up revision was then adopted by the Broward County Board of County Commissioners (BOCC) in April 2005 (Resolution #2005-344), and finally, the most recent official submission to FEMA was adopted by Resolution by the BOCC on January 5, 2010 (Resolution 2010-015). This document was reviewed by the Florida Division of Emergency Management for compliance and consistency with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by Section 322 of the Disaster Mitigation Act of 2000 (P.L. 106-390); the National Flood Insurance Act of 1968, as amended by the National Flood Insurance Reform Act of 2004 (P.L. 108-264); and 44 Code of Federal Regulations (CFR) Part 201 – Mitigation Planning, inclusive of all amendments through September 16, 2009.

In some chapters of the updated Broward County LMS for the year 2009, the data originally submitted in 2004 remained in the LMS as they identify the background and development of the LMS. In 2011-2012, at the County's initiative, the LMS was again updated. The County included enhanced components beyond FEMA's and the State of Florida's planning requirements to produce an "Enhanced LMS" (ELMS). The 2022 update of the plan further expands the hazard identification and vulnerability assessment components to examine new emerging threats and hazards for possible inclusion, particularly urban heat impact. The ELMS conforms to the scope of work items in the FEMA mitigation grant, while also closely mirroring the FEMA Enhanced State Mitigation Plan regulations (where appropriate for locals) and the State's preliminary draft Enhanced Plan Guidance.

Overall, the ELMS has been the County's strategy for positive change for the County's mitigation program in multiple ways. For the ELMS, a beneficial cost-effectiveness screening tool and a framework for a more robust integration of hazard mitigation into the county's core civic business processes (e.g., comprehensive planning, capital improvement funding) was created. The ELMS has also been the drive of more involved mitigation partnering opportunities for the Emergency Management Division, Risk Management Division, the County's property insurer, and the Broward County Government Operations Climate Change group. (For more information on the Climate Change, see the "Sea Level Rise/Climate Change" subsection in Chapter 4; for more information on the County's Climate Change group, see the Capability Assessment Subsection of Chapter 6). These partnerships are broadening the reach of mitigation beyond emergency management to other vital county decision-making and investment processes. For example, the County is seeking to better integrate mitigation into yearly, on-going decisions about county growth, investment, and redevelopment, as well as partnering with other successful efforts, like climate change adaptation that share similar goals.

The ELMS process has helped and will continue to explore short term and long-term strategies and mitigation opportunities on a longer time horizon (i.e., 10 to 20 years) than the required 5-year update, for which the initial steps should be started immediately. For example, climate change action efforts may take longer to plan and implement as well as measures included for funding under the Capital Improvement Plan (CIP), which is typically a 10-year horizon. The following list includes the primary ELMS components that will lead to more robust integrated mitigation efforts in the County:

INCREASED MITIGATION EFFECTIVENESS

*A more detailed look at the
County's risk to natural hazards*

*Emphasis on collaboration and
coordination with other agencies
and organizations, especially
municipalities, the private sector
and other similar groups (Climate
Change Government Action
Group)*

*Integration into other pre- and
post- disaster recovery processes*

*Integration into community
planning processes*

*Development of innovative tools
to increase local mitigation
funding*

HOW ACCOMPLISHED

- Sea level rise subsection
- New urban heat impact subsection
- Detailed economic hot spot analysis describing risk in key economic areas.
- Updated Hazus runs for wind and flood hazards.
- Updated hazard profile information
- Reinforce the Climate Change Task Force's Adaptation Action Areas for long term planning.
- Coordination with Risk Management and county insurer to collaborate on additional mitigation.
- Reinvigorated Private Sector Committee
- Encourage municipalities to increase CRS class rating and provide training/awareness opportunities.
- Multiple opportunities and forums for discussing risk, actions, and priorities
- Better integration with recovery planning (all documents under the Broward County Recovery Plan. These include the Recovery Support Functions (RSF), the Recovery Framework, Damage Assessment, and Infrastructure.
- Quickly identify opportunities to do Public Assistance 406 Mitigation by providing training on eligible projects, pre-identification of potential projects, when to identify and implement projects, and how to potentially comingle with other funding sources to maximize disaster resiliency.
- Prepare post-disaster SOP for vulnerable facilities.
- Disaster Housing (integration of Housing Vulnerability into ELMS)
- Identify in Continuity of Operations (COOP) plans facilities that need additional mitigation to preserve function in post-disaster environment
- County seeks to find ways to better integrate mitigation into comprehensive planning and capital improvement planning.
- County encourages municipalities to follow this process and provides tools to do so
- Support future reorganization of the Mitigation Assessment Team (MAT) tool, which provides a mechanism for considering

INCREASED MITIGATION EFFECTIVENESS

HOW ACCOMPLISHED

Continued use of the Loss Estimation Tool to better evaluate mitigation project ideas for FEMA funding

- mitigation for each community investment (not just post-disaster and mitigation grants); helps instill a mindset to always consider mitigation)
- Loss Estimation Tool (LET), which helps screening of potential mitigation projects to measure cost-effectiveness for FEMA mitigation programs.
 - Revise project prioritization criteria to better identify high quality, eligible-type, and effective hazard mitigation grant projects

Review past mitigation actions to better define and validate their effectiveness

Exercise of recovery and mitigation actions, strategies, and objectives to increase likelihood of success in post-disaster environment

- Reinforce important mitigation funding opportunities such as the Public Assistance 406 program in immediate recovery.
- Include hazard mitigation in emergency management training classes to heighten awareness for increasing the likelihood of project identification during response and recovery.
- Identify key officials and issues.
- Establish support networks.
- Increase the effectiveness of working relationships

The following are the most prevalent benefits of the ELMS for Broward County:

- Better educated and aware agencies and municipalities
- More channels for hazard mitigation integration and intra-county coordination (e.g., project identification, outreach and education, county funded mitigation, recovery, community planning processes, federal grants)
- Establishment of working relationships pre-disaster with multiple key stakeholders
- Increased community funding to mitigation: 1) piggyback on the county insurer's requirements; 2) look for mitigation opportunities in CIP process; 3) partner with County Government Operations Climate Change and LEED group.
- Initial screening of mitigation project candidates focuses County and municipal efforts on project ideas more likely to be eligible under FEMA programs.
- Increased discussion of best practices and lessons learned including input from jurisdictions and organizations outside of Broward.
- Increased participation in CRS

- Using the EMAP Hazard Mitigation standards as a benchmark and best practices. Ensuring the ELMS continues to meet the EMAP Hazard Mitigation standards augments the existing mitigation program and develops a greater ability to recover more quickly from disasters.
- Continuation of the robust and comprehensive hazard mitigation program in Broward County that will make the County and its municipalities more disaster resistant and resilient.

This 2022 ELMS update includes the following information and data:

Chapter 1 - Introduction

Description of additions to the LMS document because of the ELMS planning process.

Chapter 2 - Broward County Profile

The Broward County Profile was revised with updated demographic and economic data to reflect current conditions in Broward County.

Chapter 3 - Planning Process

The original Planning Process and the 2002 update remains part of the LMS documentation, as it gives a history of the development of the LMS. In 2009, the chapter was revised to further define the LMS Working Group and the new Executive Committee. This chapter has been revised in this 2022 update to incorporate findings from meetings that occurred during the ELMS planning process, which includes an emphasis on the CRS program and engagement with the Planning Subcommittee to oversee the plan update cycle. It also includes Plan Maintenance. The plan maintenance and updating procedures were updated to ensure continued compliance with the Emergency Management Accreditation Program (EMAP) standards. This section was revised during the ELMS process to include additional ways to integrate mitigation into other planning mechanisms.

Chapter 4 - Risk Assessment

This chapter underwent major revisions and updates in 2009, 2011-2012, 2017, and again in 2022 to depict risk more accurately for Broward County and its municipalities to all hazards. The risk data in the tables and figures were evaluated for current validity. If key risk data was insufficient, the information was updated. This chapter also includes a subsection on climate change and sea level rise, and urban heat impact.

Chapter 5 - Mitigation Initiatives

The Mitigation Initiatives chapter been revised to reflect current goals, objectives, and community actions. It also provides information on the project review and prioritization process as well as the incorporation and/or description of tools developed under the ELMS project (Loss Estimation Tool, Mitigation Assessment Team tool). In addition, the chapter has a section detailing compliance with Element 15 (Identification and Analysis of Mitigation Actions: NFIP Compliance) of the FEMA Planning Guidance.

Appendix A – Project Prioritization Matrix

A new Project Prioritization matrix was developed for the County in 2012 and revised as part of the EMAP self-assessment phase for Broward County in 2016. All current and future projects in Appendix C will be scored and ranked accordingly.

Appendix B – Proposed Mitigation Project Form

The Plan includes the LMS Proposed Project Form used to submit projects that reflects criteria in the Project Prioritization Matrix, key information needed to understand FEMA grant program eligibility, and information needed for CRS Activity 510.

Appendix C – Mitigation Project List

This list was updated on September 29, 2022, and it was recommended to the county to revise it again later in 2012 with sub applicants resubmitting their projects through the new Proposed Mitigation Project Form which was updated in 2016 to include consideration of hazards of most significant concern. The status for each project is included. Projects that have been completed or no longer viable are listed separately at the bottom of the list. This list has been evaluated and the projects that are not eligible for FEMA mitigation grants have been moved to a separate tab in the spreadsheet. The WebEOC LMS Dashboard is used by the LMS Working Group as a way of submitting proposed projects for review and consideration for funding by the Florida Department of Emergency Management Mitigation Branch.

Appendix D – LMSWG Membership List

This list is updated with the current membership as of September 29, 2022.

Appendix E – Planning Process Support Documents

Changes that were made in 2022 to reflect the ELMS meetings in 2021 to 2022.

Appendix F - Resolutions

Includes most current resolutions.

Appendix G – Discontinued ELMS Hazard Profiles (Formerly the CRS/NFIP Supporting Documentation)

This appendix contains previous ELMS version Hazard Profiles that are no longer considered Hazards of Most Significant Concern because of the 2017 Risk and Vulnerability Assessment Workshop. Copies of CRS Form AW-214- or 3/5-year Cycle approval documentation for participating CRS communities are now being maintained by CRS Coordinators at the municipal level and are accessible through the LMS CRS Subcommittee/User Group.

Appendix H – Local Enhanced Plan and Mitigation Integration Summary

The Repetitive Loss Property information for the County is tracked by Broward County Emergency Management in accordance with FEMA guidelines. It is protected from release by the Privacy Act of 1974, 5 U.S.C. Section 552(2) and not available to the public. Therefore, a decision was made to open this appendix to a document available to the public, the Mitigation Integration Summary. This appendix includes recommendations on how to meet the proposed draft Local Enhanced Plan requirements from Florida. This appendix also includes a summary of plan integration efforts.

Appendix I – Critical Facilities

This appendix shows Table 4.28, At-Risk Critical Facilities (Coastal Flood Events)

Appendix J – Hazards Summary Profile (Changed from EMAP Crosswalk to Hazards Summary Profile in 2016 and updated in 2017)

Describe the consequence analysis on the impacts of the following: public, responders, continuity of operations, property, facilities and infrastructure, the environment, economic condition, and public confidence in the Broward County's ability to govern.

Appendix K – Loss Avoidance Studies (LAS)/Loss Estimation Tool (LET)

Includes LAS study conducted in 2011-2012 and LET for flood and wind projects.

Appendix L – Grant Funding Sources

Appendix M – All Hazards Survey

Includes the results of the All-Hazards Survey from responding jurisdictions.

Chapter 1: Introduction

Prior to the creation of the LMS, there was no existing comprehensive, cohesive, or coordinated hazard mitigation program established for Broward County and its 31 municipalities to deal with emergency response and recovery issues, long and short-term planning issues, and economic issues relating to mitigation. The development and implementation of a local mitigation strategy provides a mechanism to address issues that will reduce or eliminate exposure to hazard impacts.

The Disaster Mitigation Act of 2000 (DMA 2000) requires all local governments to have a hazard mitigation plan in place to receive mitigation funding from the Federal Emergency Management Agency (FEMA). The DMA 2000 (Public Law 106-390) indicates that as of November 1, 2004, any local government that does not have a FEMA approved hazard mitigation plan in place is not eligible to receive federal pre- or post-disaster hazard mitigation funding. This Plan represents all jurisdictions in Broward County.

FEMA defines hazard mitigation as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is defined as a process for systematically identifying policies, activities, and tools that can be used to implement those actions.

The LMS has the on-going support of all Broward County municipalities, private sector, and nonprofit organizations. This document will be utilized as a viable working tool to mitigate losses. Mitigation will be institutionalized at the local level through the local mitigation strategy review process. Entities are encouraged to continue to identify and prioritize projects on a frequent basis and not just part of the annual review process.

Broward County's 1.9 plus million residents are the ultimate benefactors of this hazard mitigation project. An immediate short-term benefit of this project is to provide a forum for discussion and implementation of mitigation for Broward County. Minimizing and breaking the repetitive cycle of destruction and rebuilding after a disaster is a long-term goal that may be achieved by the implementation of this strategy.

The Enhanced LMS plan document and planning process continues to evolve to meet and/or exceed federal and state requirements with a goal of increasing its effectiveness including:

- More coordination with the private sector through the Private Sector Committee
- More emphasis on the county and municipalities obtaining more CRS credit points to improve their CRS Class Rating through a more robust CRS Subcommittee and CRS User Group
- Development of tools that will help determine better candidates for FEMA mitigation grants by looking at the degree of risk as determined by potential future losses.
- Development of a process/tool that can help identify year-round mitigation opportunities which include new construction, retrofits, upgrades, and enhancements.
- Methodology for integrating with other county and municipal planning mechanisms including comprehensive plans and capital improvements plans.

LMS Working Group

The LMS Working Group (LMSWG) consists of designated representatives from each

municipality, county government representatives that address the issues of unincorporated portions of the county and county owned facilities, Hospitals, School District, Universities, Housing Authorities, and Private Sector companies. State and federal agencies are also represented. The makeup of the Working Group is not limited to these entities. On the contrary, anyone who desires to participate in the LMSWG is welcome to do so.

LMS Sub Committees

To better structure the Working Groups' activities, several subcommittees work at addressing a specific area of concern. The Executive Committee serves as the overall governing body of LMS, represented by the chairperson and alternate of each subcommittee, the LMS Working Group Chair, and the LMS Coordinator. It also acts as the review committee for the ELMS Plan adoption and the prioritization of LMS projects. Membership on any subcommittee shall be voluntary and subject to the review of the Working Group. A subcommittee member who fails to attend a reasonable number of subcommittee meetings may be dropped from participation in the subcommittee by a majority vote of the other members of that subcommittee. As of September 2022, the LMSWG subcommittees are:

- Planning
- Education and Outreach
- Resilience
- Private Sector
- Community Rating System (SRS)

Chapter 2: Broward County Profile

Geography

Broward County comprises 1,225 square miles, located on the South Florida Peninsula, between the Atlantic Ocean and the Everglades. It is bordered by Miami-Dade County to the south, Palm Beach County to the north, Collier County to the west, and Hendry County to the northwest. The County is characterized by flat low-lying topography, mostly less than ten feet (averaging 6 feet) above mean sea level, which must be drained and reclaimed to be developed. Additionally, 4.9 square miles adjacent to U.S. 27, have been designated and acquired for conservation in the East Coast Buffer/Water Preservation Area. The County has 24 miles of coastline and 300 miles of inland waterways. There are 2 state parks in Broward County. Attractive sand beaches and a subtropical climate have led to development of the County's tourism industry. Most beachfront land is built up with high-rise hotels and condominiums. Westward expansion of development continued through the first decade of the 2000's. Though the County is rapidly approaching a build-out state population growth continues with redevelopment of areas within a broad swath of Central Broward extending north and south from county-line to county-line.

Broward County is accessible by road, rail, air, and sea. There are 3 interstate highways and Florida's Turnpike. Interstate 95 and the Turnpike provide the primary north-south connections. There are 2 north-south rail corridors that extend into Miami-Dade and Palm Beach counties: the Florida East Coast Railroad Company railway and the South Florida Rail Corridor (formerly CSX). Port Everglades seaport is the world's third largest cruise-port. About 2.5 million passengers were accommodated at the Port in 2020. This is a reduction due to the COVID 19 pandemic. On average between 2011 to 2019 Port Everglades accommodated 3.8 million passengers. In FY 21, The dollar value breakdown of all cargo types of Port-wide trade was nearly equal with exports representing 49.9% and import representing 50.1%. Port Everglades kicked off Fiscal Year 2022, which began October 1, 2021, with a record-setting first month reaching 94,588 TEUs (20-foot equivalent units). Container volumes were up 5.5 percent in October 2021 over the previous October record set in 2018. Fort Lauderdale-Hollywood International Airport passenger counts increased by 63.9% between 2010 and 2019. In 2020 during the COVID-19 pandemic passenger counts reduced from 36,747,622 in 2019 to 16,484,132. In 2021, Fort Lauderdale-Hollywood International Airport (FLL) is one of the fastest-recovering airports in the U.S. in 2021. Despite the impact of the COVID-19 pandemic on the aviation industry in 2020, FLL ranked 6th in total passenger traffic recovery and 4th in international traffic recovery amongst U.S. airports.

South Florida's Water Conservation Areas (WCA) 2 and 3 are two sections of northern Everglades. Water Conservation Area 2 (WCA-2) is a sawgrass wetland that encompasses an area of 210 square miles and represents the smallest of the three Everglades Water Conservation Areas. According to the 2021 South Florida Environmental Report 79.9% of the inflow water entering WCA-2 originates from the Everglades Agricultural Area (EAA). Water Conservation Area 3 (WCA-3), the largest of the three Everglades WCA's, is in western Dade and Broward counties. WCA-3 covers an area of 915 square miles. The area is predominately a vast sawgrass marsh dotted with tree islands, wet prairies, and aquatic sloughs. The underdeveloped WCA

makes up two-thirds of Broward County square mileage (**see Map 4.1**) and serve multiple water resource and environmental purposes, including flood control, water supply and habitat for South Florida's plant and animal communities. Ownership of the WCA's is mixed, with State, South Florida Water Management District, and private ownership. The State leases portions of its land to the Miccosukee Indian Tribe. The Florida Fish and Wildlife Conservation Commission is responsible for managing the area.

There are 31 municipalities in Broward County. According to the 2020 Census, these communities ranged in population size from 33 (Lazy Lake) to 182,760 (Fort Lauderdale). Seven cities each have more than 100,000 residents: Fort Lauderdale, Pembroke Pines, Hollywood, Miramar, Coral Springs, Pompano Beach, and Davie. Nine municipalities share the Broward County coastline.

Demographics

Much of the demographic information from this section was primarily taken from the United States Census Bureau decennial censuses (2000, 2010, & 2020) and the 2019 American Community Survey (ACS) 5-Year Estimates. According to 2020 Census, Broward County was the second most populous county in the State of Florida, with 1,944,375 people. At the 2010 Census conducted on April 1, 2010, the population of Broward County stood at 1,748,066. The percentage population gain from 2010 to 2020 was 11.2% (an increase of 196,309 people).

Broward County is composed of 31 Municipalities as well as Broward Municipal Services District, also referred to as unincorporated areas. Data from Census 2000 was not available for 2 of the 31 municipalities, West Park and Southwest Ranches incorporated after April 2000. The most significant population increases between 2000 and 2010 were seen in Parkland (73%), Miramar (68%), and Weston (33%). The most significant percent change between 2010 and 2020 were seen in Parkland (45%), Lazy Lake (38%), Cooper City (21%), and Tamarac (19%). In 2020, Fort Lauderdale (182,760) and Pembroke Pines (171,178) continued as the 2 largest Municipalities in Broward County, making up 18% of the total Broward County population (see **Table 2.2**).

According to the 2019 ACS 5-Year Estimates, 314,061 people (16.3%) were 65 years of age or older, including 139,141 (7.2%) that were age 75 or older; there were also some 112,234 (5.8%) children under the age of 5 years. The percentages of people over 75 and under 5 years old have remained relatively stable between Census 2010 (7.1% and 5.9%) and the 2019 ACS 5-Year Estimates (7.2% and 5.8%). Broward County's ethnic and racial diversity continues to increase between Census 2010 and Census 2020 with the Hispanic population increasing from 25.1% to 31.3%, the Non-Hispanic Black increasing from 25.7% to 26.6%, all Non-Hispanic Other race population increased from 3.9% to 5.1%, and all non-Hispanic people of Multiple races increased 1.7% to 3.8%. Meanwhile, during the same timeframe between 2010 and 2020, the percentage of the Non-Hispanic White population decreased from 43.5% to 33.1%.

Median age in Broward has increased from 39.7 in 2010 to 40.4 in 2019. This is in part because the population 65 years and over has increased by 25.9%, 249,424 people to 314,061.

Another special population within Broward County is the Homeless population. The Homeless population (sheltered and unsheltered) in Broward County consists of about 2,561 people according to the Broward County 2021 Point-In-Time (PIT) Homeless Count. This number represents a 33% decrease of Homeless people in Broward County from 2011. The survey that was conducted occurred during a challenging economy and pandemic, and thus it is possible that

this number does not accurately reflect the actual number of Homeless people within Broward County.

A third special population is Broward's prison population. This population can be looked at two ways. The number of individuals whose county of commitment is Broward County is 6,536 per the Florida Department of Corrections 2018 Comprehensive Correctional Master Plan. The number of individuals incarcerated within Broward County is an average of 3,574 (October 2021) in County Facilities and 114 in the Florida Department of Corrections facility (Census 2020).

The largest unique population to Broward County is the seasonal population. According to 2019 ACS 5-Year Estimates over 200,000 people take residence in Broward County seasonal units.

Due to continued urbanization Broward County has minimal farmland remaining. As such, Broward County's farm worker population is not significant enough to officially include in the demographic profile.

The median household income in Broward County in 2019 was \$59,547, 7% greater than the median household income for Florida. In 2019, 44,163 (6.4%) households in Broward County reported income of less than \$10,000. 13.1% of all people are currently living below the poverty level in Broward County. Poorer households are least likely to be able to withstand a major disaster since they have limited resources to invest in mitigation measures and insurance.

As of 2020, Broward County had 860,329 total housing units, of which 756,657 were reported as occupied and 103,672 as vacant. In 2019, owner-occupied units (428,682) represent 62.1% of housing units, while rentals (261,368) represent 37.9% of housing units.

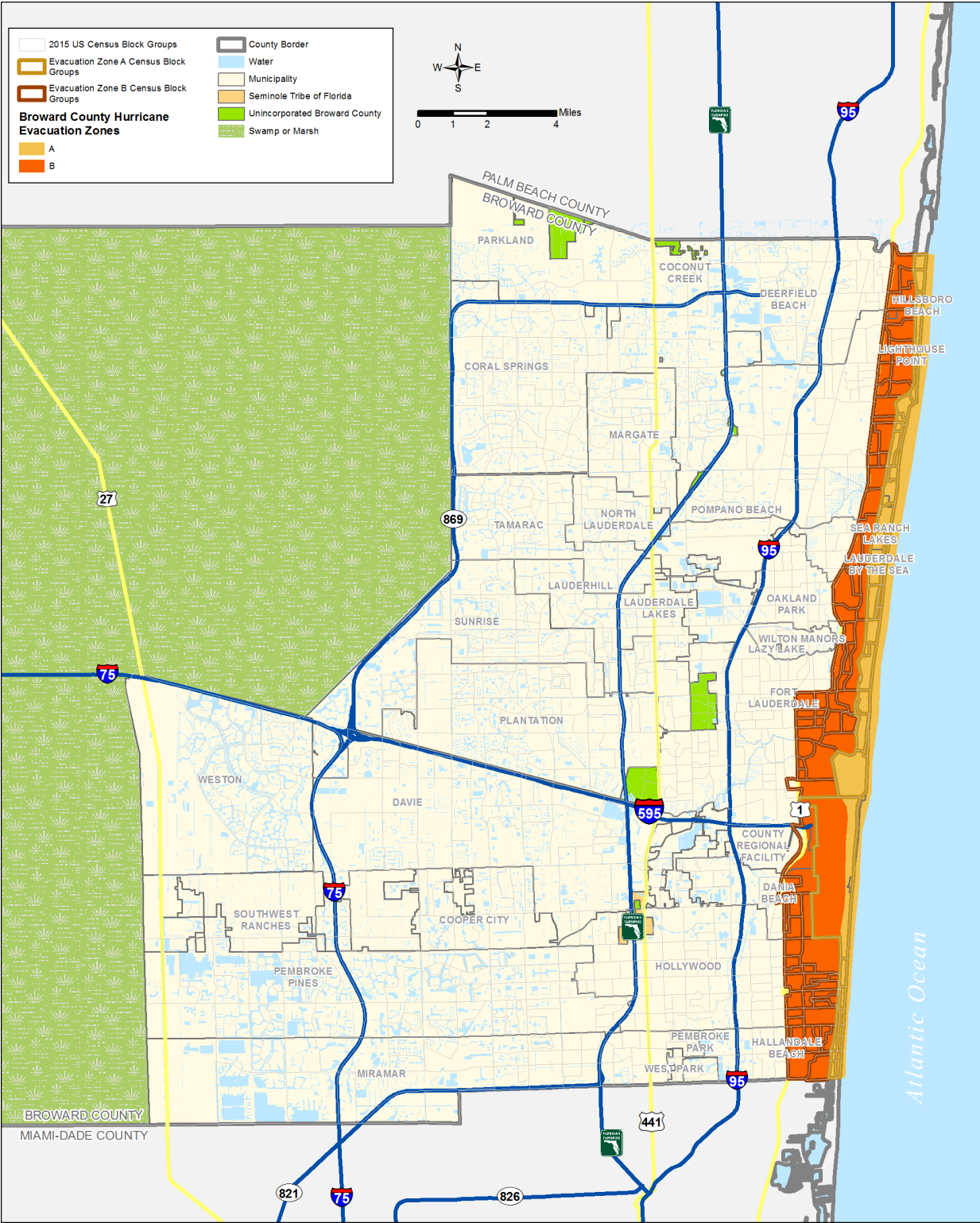
As the result of an elevation study conducted in the year 2000, there has been a significant reduction in the mandatory hurricane evacuation zones in Broward County. For a Category 1 & 2 hurricane, all areas east of the Intracoastal Waterway must be evacuated. For a Category 3 or higher storm, all areas east of Federal Highway (U.S. 1) must be evacuated. In addition, all mobile homes in Broward County must be evacuated for any level of hurricane regardless as to where they are in the County. The following table gives the pertinent data for the mandatory evacuation areas from the 2020 Census:

Table 2.1: Mandatory Evacuation Areas

Hurricane Evacuation Zone	Resident Population	Percentage of Total Population	Total Housing Units	Percentage of Total Housing Units
Categories 1 and 2 (Zone A)	51,447	2.65%	56,306	6.54%
Categories 3, 4 and 5 (Zone B)	107,048	5.51%	69,620	8.09%
Categories 1 – 5 (Zones A and B)	158,495	8.15%	125,926	14.64%

Source: 2020 Census

Map 2.1: Broward County Hurricane Evacuation Zones



Source: Broward County GIS

In 2000, because of the reduction of the mandatory hurricane evacuation zones, there had been a reduction of nearly 112,800 in the resident population that has to be evacuated for a Category 5 storm from around 261,600 based on evacuation zones prior to the year 2000 to around 148,800 for the evacuation zones established immediately following the 2000 Light Detection and Ranging (LiDAR) elevation study. There are currently 146,787 in the evacuation zones.

Senior citizens (retirees) make up a significant portion of those living in hurricane evacuation zones. The 2019 ACS 5-Year Estimates shows that some 44,838 residents living in hurricane evacuation zones were age 65 and older, or 31.4% of all persons living in evacuation zones. County-wide, some 16.3% of the population was over 65 according 2019 ACS 5-Year Estimates. In the Category 1 and 2 evacuation zones, the areas that are most likely to be evacuated, the population age 65 and over accounts for 45.5% of population in the area. In Categories 3, 4, the population age 65 and over accounts for 25.1% of population in the area.

According to the 2019 ACS 5-Year Estimates, there were 24,166 mobile homes in Broward County. This is a continuing reduction from the 2000 Census when mobile homes totaled 26,834. The number of mobile homes should continue to decline as there are virtually no new mobile home parks being established and several existing parks are being redeveloped for other uses including either permanent resident units or some other use.

Broward County has a diverse population with residents migrating here from all over the globe. Associated with this diversity is a multiplicity of languages. According to 2019 ACS 5-Year Estimates, 58.7% of Broward's population speaks only English and approximately 748,671 residents speak a language other than English. An estimated 265,498 of the residents that speak a language other than English, do not speak English very well. Most of the residents that speak a language other than English are Spanish speakers (483,401). Approximately, 211,255 people speak other Indo-European languages and 30,585 people speak Asian and Pacific Islander languages. The ability to effectively communicate to residents is obviously a key element of successful emergency management, thus it is important to be aware of the languages spoken within Broward County to best tailor hazard mitigation planning in an understandable manner.

Tables 2.2 and 2.3 are the latest demographic figures for Broward County and its municipalities from the 2000 Census, 2010 Census, 2020 Census, and the 2019 ACS 5-Year Estimates. The largest change was in Parkland with a population growth of 44.69%. This was due to the great amount of construction activity of new housing in the past decade.

Table 2.2: Current Municipal Populations and Percent Changes: 2000, 2010, 2020

Jurisdiction	Population Census 2000	Population Census 2010	Population Census 2020	Percent Change 2000 - 2010	Percent Change 2010 -2020
Coconut Creek	43,566	52,909	57,833	21.45%	9.31%
Cooper City	27,939	28,548	34,401	2.18%	20.50%
Coral Springs	117,549	121,096	134,394	3.02%	10.98%
Dania Beach	20,061	29,639	31,723	47.74%	7.03%
Davie	75,720	91,992	105,691	21.49%	14.89%
Deerfield Beach	64,583	75,018	86,859	16.16%	15.78%
Fort Lauderdale	152,397	165,521	182,760	8.61%	10.41%
Hallandale Beach	34,282	37,113	41,217	8.26%	11.06%
Hillsboro Beach	2,163	1,875	1,987	-13.31%	5.97%
Hollywood	139,357	140,768	153,067	1.01%	8.74%
Lauderdale by the Sea	5,582	6,056	6,198	8.49%	2.34%
Lauderdale Lakes	31,705	32,593	35,954	2.80%	10.31%
Lauderhill	57,585	66,887	74,482	16.15%	11.35%
Lazy Lake	38	24	33	-36.84%	37.50%
Lighthouse Point	10,767	10,344	10,486	-3.93%	1.37%
Margate	53,909	52,284	58,712	-3.01%	12.29%
Miramar	72,739	122,041	134,721	67.78%	10.39%
North Lauderdale	32,264	41,023	44,794	27.15%	9.19%
Oakland Park	30,966	41,363	44,229	33.58%	6.93%
Parkland	13,835	23,962	34,670	73.20%	44.69%
Pembroke Park	6,299	6,102	6,260	-3.13%	2.59%
Pembroke Pines	137,427	154,750	171,178	12.61%	10.62%
Plantation	82,934	84,955	91,750	2.44%	8.00%
Pompano Beach	78,191	99,845	112,046	27.69%	12.22%
Sea Ranch Lakes	734	670	540	-8.72%	-19.40%
Southwest Ranches	not available*	7,345	7,607		3.57%
Sunrise	85,779	84,438	97,335	-1.56%	15.27%
Tamarac	55,588	60,427	71,897	8.71%	18.98%
Broward Municipal Services District	129,437	17,357	16,888	-86.59%	-2.70%
West Park	not available*	14,156	15,130		6.88%
Weston	49,286	65,333	68,107	32.56%	4.25%
Wilton Manors	12,697	11,632	11,426	-8.39%	-1.77%
TOTAL	1,625,379	1,748,066	1,944,375	9.25%	11.23%

Source: 2000, 2010, and 2020 Census

Table 2.3: Other Key Demographic Data per Municipality

Jurisdiction	Percent of Total Population (2020)	Land Area (sq. miles)	Households 2020	Median Age 2019	Median Household Income 2019
Coconut Creek	2.97%	11.8	24,262	40.2	\$ 62,973.00
Cooper City	1.77%	8.4	11,410	39.8	\$ 106,795.00
Coral Springs	6.91%	23.9	45,892	37.4	\$ 77,360.00
Dania Beach	1.63%	8.3	13,422	40.1	\$ 47,135.00
Davie	5.44%	35.6	39,025	36.8	\$ 71,780.00
Deerfield Beach	4.47%	16.2	37,858	42.9	\$ 48,124.00
Fort Lauderdale	9.40%	36.3	84,409	42.1	\$ 59,450.00
Hallandale Beach	2.12%	4.4	19,512	44.8	\$ 39,184.00
Hillsboro Beach	0.10%	0.5	1,169	66.6	\$ 73,558.00
Hollywood	7.87%	29.3	61,941	41.6	\$ 54,251.00
Lauderdale by the Sea	0.32%	0.9	3,626	63.6	\$ 72,537.00
Lauderdale Lakes	1.85%	3.7	12,910	37.6	\$ 35,532.00
Lauderhill	3.83%	8.6	27,117	35.7	\$ 41,723.00
Lazy Lake	0.00%	0	14	44.5	\$ 250,000.00 +
Lighthouse Point	0.54%	2.4	5,048	52.9	\$ 81,445.00
Margate	3.02%	9	23,163	46.4	\$ 45,594.00
Miramar	6.93%	31.2	42,272	37	\$ 70,669.00
North Lauderdale	2.30%	4.7	14,306	33.6	\$ 43,759.00
Oakland Park	2.27%	8.2	19,091	41	\$ 51,377.00
Parkland	1.78%	14.4	10,848	41.1	\$ 154,844.00
Pembroke Park	0.32%	1.7	2,467	32.4	\$ 38,119.00
Pembroke Pines	8.80%	34.8	63,080	40.9	\$ 68,745.00
Plantation	4.72%	21.8	36,653	40.2	\$ 74,903.00
Pompano Beach	5.76%	24.6	47,751	42.8	\$ 49,518.00
Sea Ranch Lakes	0.03%	0.2	192	51.3	\$ 206,667.00
Southwest Ranches	0.39%	13	2,364	46.7	\$ 124,591.00
Sunrise	5.01%	18.1	37,348	39.5	\$ 54,744.00
Tamarac	3.70%	12	31,461	47.1	\$ 48,930.00
Broward Municipal Services District*	0.87%	808.1	5,353	35.1	\$ 46,321.00
West Park	0.78%	2.2	4,613	34.7	\$ 46,765.00
Weston	3.50%	26.1	21,845	40.4	\$ 107,908.00
Wilton Manors	0.59%	2	6,235	52.8	\$ 70,465.00

Source: 2020 Census and 2019 American Community Survey 5-Year Estimates

Note: * Land area for BMSD includes Water Conservation, County Regional Facilities, Tribal Land, and unincorporated residential areas.

Economy

According to Census 2020, Broward County is in the 8th largest Metropolitan Statistical Area (the Miami-Ft. Lauderdale-Pompano Beach MSA) in the country. Broward County is a Service and Retail-driven economy. A Service and Retail economy is concentrated in the industry sectors of the financial services, hospitality, retail, health, human services, information technology, and education. According to the Bureau of Economic Analysis in 2020 these industries represented 52% of the gross domestic product of Broward County. There is no surprise that population growth brings along employment growth. While the population grew by 11.23% from

2010 to 2020, Broward's labor force for this same period had an average labor force of 991,079. The labor force continues to grow with the current a current labor force of 1,062,260 in October 2021. The average unemployment rate between 2010 to 2020 was 6.4%. The unemployment rate for 2018 was 3.4% (35,454); 2019 was 3.2% (33,239); and for 2020 was at 8.9% (90,289). According to the U.S. Department of Labor, the unemployment rate for 2021 has trended favorably with an unemployment rate of 4.2% (44,786) in October 2021. In comparison, the rate was 9.8% in October 2010.

According to the U.S. Bureau of Economic Analysis (BEA), Broward had a per capita personal income (PCPI) of \$55,908 in 2020. This PCPI ranked 12th in the state and was 100.4 percent of the state PCPI, \$55,675, and 105.9% of the national PCPI, \$48,112. The 2020 PCPI reflected an increase of 5.8% from 2019. The 2019-2020 state change was 5.0% and the national change was 6.9%. In 2010, the PCPI of Broward was \$41,156 and ranked 10th in the state. The 2010-2020 annual growth rate of PCPI was 3.1%. The annual growth rate for the state was 3.7% and for the nation was 1.0%.

In 2020, Broward had a personal income of \$109,473,926. This personal income ranked 3rd in the state and accounted for 9.0% of the state total. In 2010, the personal income of Broward was \$72,139,286 and ranked 3rd in the state.

As mentioned above, Broward's economy is dominated by service and retail industries. According to the Quarterly Census of Employment and Wages in 2020, the service and retail industries make up 51.2% of all employment in Broward County. The industries with the largest increases in employment between 2010 and 2020 in Broward County were Management of Companies and Enterprises (56.4%), Construction (53.6%), and Transportation and Warehousing (44.9%). The top 5 employment sectors during 2020 in Broward County are currently Health Care and Social Assistance (14.1%), Retail Trade (13.2%), Administrative and Waste Services (9.1%), Accommodation and Food Services (9.0%), and Professional and Technical Services (7.0%). Between 2010 and 2020 Broward County saw an increase of 89,564 jobs. Broward's increase of jobs during this time ranked 5th amongst all counties. The top 3 sectors that saw the largest increase from 2010 to 2020 were Health Care and Social Assistance (16,891), Construction (16,830), and Administrative and Waste Services (16,111). The increase in these 3 sectors represent 55.6% of all jobs created in Broward County between 2010 and 2020.

The economy of 2020 was a period where there have been more employment reductions. All sectors in Broward County saw reductions between 2019 and 2020. The largest percentage change was in Arts, Entertainment, and Recreation (-22.2%) and Accommodation and Food Services (-21.6%). Broward County's economy remains a Service and Retail dominated economy. In 2021 currently, most of all sectors saw a positive change in employment. During this period, the industries with the largest positive change were the same Arts, Entertainment, and Recreation (11.1%) and Accommodation and Food Services (10.8%). This change is also reflected in the unemployment rate which averaged at 8.9% in 2020 and has reduced to an average year to date unemployment rate of 5.1% in 2021.

Currently, the estimated market value of all property in Broward County (according to the Broward County Property Appraiser) is \$309.8 billion.

The following tables provide a breakdown of key economic areas by municipality. In most municipalities, the labor force size, median household income, and household expenditures have increased.

Table 2.4: Key Economic Factors by Community

Jurisdiction	2021 Total Establish-ments*	2021 Total Employees*	2019 Labor Force Size**	Labor Force Growth Rate (2011-2019)	2019 Unemployment Rate**	2019 Median Household income**	2021 Average Household Expenditures*
Coconut Creek	2,060	22,209	32,609	2.0%	4.8%	\$62,973.00	\$70,956.74
Cooper City	1,371	8,929	19,067	1.9%	3.2%	\$106,795.00	\$110,701.51
Coral Springs	6,700	51,286	72,979	0.6%	6.7%	\$77,360.00	\$89,798.80
Dania Beach	2,666	25,603	16,677	0.2%	7.6%	\$47,135.00	\$61,166.03
Davie	6,649	49,763	58,672	1.7%	4.3%	\$71,780.00	\$86,868.69
Deerfield Beach	5,625	56,385	42,307	0.6%	7.1%	\$48,124.00	\$57,727.18
Fort Lauderdale	20,452	190,822	98,499	0.8%	7.0%	\$59,450.00	\$88,621.89
Hallandale Beach	2,989	18,111	20,678	1.5%	7.3%	\$39,184.00	\$54,166.67
Hillsboro Beach	71	396	585	0.5%	4.8%	\$73,558.00	\$109,174.86
Hollywood	10,603	84,628	82,933	0.8%	6.5%	\$54,251.00	\$68,054.41
Lauderdale by the Sea	499	2,522	2,943	-0.1%	1.4%	\$72,537.00	\$106,452.77
Lauderdale Lakes	1,167	8,309	17,649	-0.3%	9.7%	\$35,532.00	\$41,489.43
Lauderhill	2,454	15,453	35,585	0.1%	8.1%	\$41,723.00	\$48,148.07
Lazy Lake	-	-	25	13.5%	0.0%	\$250,000.00+	\$77,042.91
Lighthouse Point	673	3,949	5,808	0.7%	3.1%	\$81,445.00	\$120,381.63
Margate	2,600	20,790	31,962	0.9%	5.4%	\$45,594.00	\$57,350.91
Miramar	4,353	35,642	77,284	1.9%	5.0%	\$70,669.00	\$79,457.19
North Lauderdale	1,002	7,201	25,140	1.3%	8.1%	\$43,759.00	\$51,592.20
Oakland Park	4,244	25,707	26,796	0.3%	7.6%	\$51,377.00	\$61,664.25
Parkland	730	4,224	14,250	2.4%	3.6%	\$154,844.00	\$167,174.98
Pembroke Park	726	5,539	3,195	1.9%	5.3%	\$38,119.00	\$37,079.58
Pembroke Pines	7,153	53,932	89,496	1.1%	5.4%	\$68,745.00	\$79,093.87
Plantation	5,686	52,688	51,910	0.7%	4.3%	\$74,903.00	\$85,426.65
Pompano Beach	9,591	74,129	54,467	1.0%	7.7%	\$49,518.00	\$63,589.35
Sea Ranch Lakes	86	404	232	-2.7%	1.3%	\$206,667.00	\$128,838.05
Southwest Ranches	361	2,411	4,484	1.2%	5.7%	\$124,591.00	\$128,643.04
Sunrise	5,621	48,374	50,118	0.5%	5.8%	\$54,744.00	\$65,178.23
Tamarac	2,517	19,810	34,182	1.0%	4.9%	\$48,930.00	\$56,771.80
Broward Municipal Services District	482	3,506	8,455	1.9%	9.7%	\$46,321.17	\$51,505.41
West Park	660	3,051	7,846	0.8%	6.6%	\$46,765.00	\$53,406.14
Weston	3,355	22,911	34,111	0.6%	4.5%	\$107,908.00	\$120,938.98
Wilton Manors	1,089	6,405	7,559	0.0%	4.4%	\$70,465.00	\$87,433.45
TOTAL	114,235	925,089	1,028,503	1.0%	6.1%	\$70,186.00	\$80,184.24

Source: * 2021 Esri Demographics and **2019 American Community Survey 5-Year Estimates

Chapter 3: Planning Process

Historical Review

After Hurricane Andrew in 1992, Broward County first applied for Hazard Mitigation Grant Program (HMGP) projects through FEMA. At that time, there was not a countywide hazard mitigation plan in existence for Broward County. In the mid- 1990's as part of trying to implement the 404 (mitigation)/406 Public Assistance programs and the HMGP program for Hurricane Andrew, Broward County recognized a void and began the process to formulate the County's first hazard mitigation plan. The Plan has seen many updates and versions since to address current hazard mitigation practices and planning. Over those first years, Broward became selected to be a FEMA Project Impact community as well as the Institute for Business and Home Safety Showcase mitigation community to highlight best practices for mitigation and be a catalyst for others. Broward County's Hazard Mitigation Plan was created in October 1997 incorporating those mitigation incubators. Broward's Hazard Mitigation Plan was first developed prior to the State's Local Mitigation Strategy guidelines/crosswalk and the Disaster Mitigation Act 2000. Initial membership in the first workgroup known as the Mitigation Task Force included county agencies, a coastal community representative, a non-coastal community representative, nonprofit groups, and the private sector.

The next version of the hazard mitigation plan turned into Broward County's Local Mitigation Strategy to capture updates needed since the enactment of DMA 2000 with FEMA review stipulations and State review with guidelines /crosswalk. The Mitigation Task Force was expanded in March 2005 to include 31 municipalities, additional county agencies, and private and nonprofit groups to reach a total membership of 49 members. Monthly meetings were typically held.

Broward County's Enhanced Local Mitigation Strategy has evolved during each review and update. As Broward County began the next revision for 2012 it was determined that Broward County Local Mitigation Strategy shall be viewed as a component with Broward County's Comprehensive Emergency Management Plan and thus the plan review process should complement each other. Further, the review and update should be like the planning process the County undertakes with the County's Comprehensive Plan and similar planning initiatives. The Mitigation Task Force was changed to be an actual local mitigation strategy work group (LMSWG) with Broward County government as the lead and membership representing stakeholders and partners with roles as part of the internal review structure and not part of separately reporting through boards. There is now better alignment with the established Broward County governmental planning practices and then ultimately meeting the needs of the criteria as identified through the Florida Division of Emergency Management (FDEM) and FEMA. Timelines have been modified to address moving from a three-year review to a five-year review unless an event warrants further updates off cycle. In the 2017 update of the Local Mitigation Strategy, it was modified to reflect an "Enhanced" Local Mitigation Strategy plan (ELMS) and certain components were updated as part of a Pre-Disaster Mitigation grant. The ELMS 2022 version today still has those components in place. As of September 2022, there are 112 members representing a cross-body of partners participating in the Local Mitigation Strategy Work Group for Broward County.

Planning Process

The Broward County Enhanced Local Mitigation Strategy plan development is coordinated through the Local Mitigation Strategy Executive and Planning subcommittees who participate in

the Local Mitigation Strategy meetings and review drafts of the plan at key stages. These subcommittees are comprised of Broward County department staff, staff from municipalities, and other constituent organizations. As with any LMSWG meeting, the public is always welcome to attend, and all meeting are advertised in compliance with the Florida Sunshine law.

The planning process for this updated version of the Enhanced Local Mitigation Strategy was significantly challenged due to timing issues associated with the Pandemic. Almost two- and one-half years of time that was pre-scheduled for the revision during this review cycle, was with Broward County being under a Local State of Emergency (from March 10, 2020, until May 10, 2022) for Covid and with many of the key staff and agencies providing vital support for COVID response operations. During the COVID pandemic, there were no in-person LMSWG quarterly meetings held. Thus, up until the second half of 2022, the LMSWG quarterly meetings were conducted virtually. Beginning with the second quarterly meeting that was conducted on June 22, 2022, the meetings for the rest of the year were conducted in a “hybrid” format with both in-person and virtual attendees participating.

This 2022 ELMS update was developed utilizing the following resources and information:

- Broward Emergency Management Division Comprehensive Emergency Management Plan (CEMP)
- Broward Emergency Management Division Recovery Plan
- Federal Emergency Management Agency (FEMA) National Risk Index
- FEMA National Flood Hazard Layer
- FEMA Repetitive Loss and Severe Repetitive Loss Properties Report for Broward County, 2022
- FEMA Hazard Mitigation Assistance Unified Guidance
- US Census Bureau
- National Oceanic and Atmospheric Administration (NOAA) National Hurricane Center
- NOAA National Climatic Center Storm Event Database
- NOAA Storm Prediction Center, 2022
- NOAA National Centers for Environmental Information
- NOAA SLOSH Model
- Broward County Property Appraiser 2022 Tax Roll Data
- Broward County Population Forecasting Model
- Broward County GIS
- Broward County HAZUS-MH
- Broward County Resilient Environment Department
- *Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days*, Union of Concerned Scientists (2019), and the Southeast Florida Regional Compact (2022)
- PRISM Climate Group, Oregon State University
- Earthstar Geographics
- Earth Economics (2020) Urban Heat Island Analysis of Broward County
- Köppen Climate Classification
- US Geological Survey (USGS) Earth Explorer: Landsat Analysis Ready Data (ARD) Surface Temperature

- Fort Lauderdale Daily Climatological Records
- Centers for Disease Control and Prevention
- Florida Department of Health
- Southern Wildfire Risk Assessment
- US Environmental Protection Agency (EPA) Toxic Release Inventory Basic Data Files, 2022

General Body

The general body of the Local Mitigation Strategy Work Group (LMSWG) is composed of representatives from all 31 municipalities, the Seminole Tribe of Florida, essential governmental and non-governmental stakeholders, Hospitals, School Board of Broward County, Universities, Housing Authorities, and other public and interested parties who provide information on existing and/or potential projects that mitigate the effects of hazards within Broward County.

Pertinent county agencies have been identified and are actively engaged in the whole life cycle of the planning process to achieve a united effort for Broward County government. The County and supporting agencies have the primary mission to keep mitigation initiatives moving forward through the planning processes and supporting other public and private sector partners that have interests and/or membership on the Broward County LMS Working Group. Members of the Working Group shall review the strategy and assist in the identification of potential mitigation projects as assigned. All LMS Working Group meetings are open to the public and are advertised in accordance with Florida Sunshine laws. Public participation is encouraged in the planning process and any comments shall be taken into consideration. In the future, a new, dedicated interactive mitigation website may be developed and utilized in the planning process.

The LMSWG general body membership meets quarterly, and members are required to participate in at least 2 meetings per year. The general body plays an integral role identifying existing and potential mitigation activities and actions that will make Broward County more resilient to natural and human caused disasters. In the 2021-2022 LMS meetings, the general body was presented with the various components of the ELMS, as well as hearing guest speakers on mitigation in disaster recovery, FEMA, and the Florida Division of Emergency Management mitigation grant programs.

Committees

Committees from the Local Mitigation Strategy Work group have been established to assist in the planning process. These committees have assigned roles and responsibilities to ensure plan maintenance is achieved through monitoring, evaluation, implementation, and revision.

Executive Committee

The Executive Committee was formed in 2009 and has continued to serve in this same capacity today. The Executive Committee acts as the leading overall governing body of the Local Mitigation Strategy Work Group. Its responsibilities are as follows:

- Support plan development, monitoring, evaluation, implementation, and revision
- Attend all scheduled meetings.
- Approve overall LMS Goals and Objectives
- Provide subject matter expertise.

- Assist in evaluating and prioritizing mitigation actions.

Planning Subcommittee

The Planning Subcommittee was originally formed in March 1998 to serve as the working group for the Broward County Mitigation Task Force. The Planning subcommittee as it stands today is part of Broward County's Local Mitigation Strategy Workgroup and is charged with the review and revisions to Local Mitigation Strategy. The Planning group shall be chaired by a member of the Resilience Environment Dept. to ensure county wide planning and reliance initiatives are incorporated and addressed throughout the County's Local Mitigation Strategy and in other County plans and programs.

The Planning Committee remains responsible for research and on-going development for the Local Mitigation Strategy, evaluation and enhancement procedures, a conflict resolution mechanism, planning analysis, and mitigation initiative identification and prioritization procedures. Although Planning subcommittee overall membership can fluctuate over time at a minimum Broward County Emergency Management staff and Resilience Dept. agency staff shall be part of the subcommittee to facilitate and formulate the plan components moving forward to achieve a viable plan for Broward County government and its partners. As of September 2022, the Planning Subcommittee includes members representing the Broward Emergency Management Division, the Broward County Resilience Environment Dept. agencies, the City of Fort Lauderdale, the City of Pembroke Pines, the City of Miramar, the Broward Housing Council, and the City of Pembroke Park.

Education & Outreach Subcommittee

The original Education and Outreach Subcommittee (formerly Education and Training Committee) was created in March 1998 to address mitigation education and training issues for the Mitigation Task Force and has morphed over time to address current community needs as a subcommittee for Local Mitigation Strategy Workgroup.

A mission was developed by the Committee to promote mitigation education and outreach to strengthen Broward County's readiness for disasters and its capacity to minimize disaster-induced loss of life and property. Public education and awareness activities include articles, radio spots, flyers, fairs, conferences, workshops, and notices of public meetings to solicit public involvement. The primary goal of the subcommittee is to promote an awareness and understanding of disaster mitigation theory and practice, particularly of structural retrofitting and to advocate preparedness, through education, outreach and training. Objectives determined to meet this goal included:

- To identify which segments of the community are most at risk and therefore, most in need of education and outreach about disaster mitigation.
- To develop strategies for teaching the community about disaster mitigation in a timely and effective manner
- To coordinate with existing entities teaching about disaster preparedness and to encourage the dissemination of correct and up to date information about mitigation and preparedness.
- To serve as a clearinghouse for the delivery of disaster mitigation information

The original Education and Training Committee's goals and objectives were provided to the Planning committee for incorporation into the overall local mitigation goals and objectives. The

renamed Education and Outreach Committee now meets as needed to address the tasks associated with accomplishing the objectives.

Accomplishments beyond the development of goals and objectives include identification of potential mitigation projects and the creation of a mitigation speaker's bureau. Available Mitigation training includes existing courses offered by FEMA and the Florida Division of Emergency Management. Local requests for outreach and training courses are being processed on a case-by-case basis through the EOC training and outreach section staff. The Local Mitigation Strategy Coordinator routinely distributes related training notices as received from federal, state, regional agencies, and professional associations to the entire LMSWG membership so they can further promote within their entities and to the public as needed.

The LMS Coordinator, in coordination with the Subcommittee, works with the Office of Public Communications year-round to disseminate hazard mitigation information to the public. For post-disaster operations, Emergency Support Function (ESF) #14 Public Information will continue to assume this role with the EOC Mitigation Unit.

As of September 2022, the Education and Outreach Subcommittee includes representatives from Broward County Emergency Management, the Broward Sheriff's Office, the City of Lauderdale, Memorial Healthcare System, the City of Southwest Ranches, the American Red Cross Broward Chapter, Florida International University, the Florida Division of Emergency Management, the Broward County Office of Public Communications, the City of Lauderdale Lakes, and the Food for The Poor nonprofit.

Private Sector Subcommittee

The Private Sector Committee was created to strengthen the ties between the public and private sector as it relates to mitigation activities and business continuity of operations and recovery. The Committee is a valuable resource of information to the business community. In turn, the input from the private sector is utilized in the planning process for enhancement in the ELMS Plan. Members of the committee include Broward County Office of Economic and Small Business Development, the Broward Alliance (600 major corporations, 17 chambers of commerce, and 31 municipalities), and Broward County Emergency Management Division.

The ESF#18 - Business and Industry, for the County's Comprehensive Emergency Management Plan, was developed to address business and tourism needs during an emergency activation and recovery and will interface with ESF 14 – Public Information and the EOC Mitigation Unit if the EOC is activated for any business-related mitigation matters.

As of September 2022, the Private Sector Subcommittee includes representatives from Broward County Emergency Management, the City of Miramar, the City of Pompano Beach, the City of Coral Springs, Tidal Basin Consultants, and the Broward County Office of Economic and Small Business Development.

CRS Subcommittee

The CRS (Community Rating System) Subcommittee is a resource to the County for exploring ways to expand the CRS programs for all jurisdictions. The subcommittee also interacts with other important county flood mitigation groups including the Broward Surface Water Coordinating Council comprised of the SFWMD (South Florida Water Management District) and the various local drainage districts. All of Broward County's CRS communities have membership access and

participate in this committee throughout the year. As of September 2022, the CRS Subcommittee included some main representatives from Broward County Emergency Management, the City of Fort Lauderdale, the City of Hollywood, the City of Hallandale Beach, and the Broward County Resilient Environment Department.

Resilience Subcommittee

The Resilience Subcommittee was created in 2019 to support the ongoing emphasis of addressing resiliency throughout programs areas at the various levels of government and with partners. The Resiliency subcommittee shall be chaired by the Chief Resiliency Officer, Deputy Chief Resiliency Officer, or their designee. Membership includes Broward County agency members such as Emergency Management, and Natural Resources. Representatives from the Resilience subcommittee are also part of Broward County Government Operations Climate Change workgroup, led by the Resilience Environment Dept. This allows synergy and opportunity for Broward County governmental divisions/departments to assist in implementing various elements of the Climate Change Action Plan along with mitigation activities with the Local Mitigation Strategy. The City of Fort Lauderdale, City of Pompano Beach, City of Hollywood, City of Hallandale Beach, City of Plantation, and Town of Pembroke Park are some of the participating municipal partners.

Plan Maintenance

This section describes the process that will ensure the Plan remains an effective and relevant document over time. It establishes the method and schedule for monitoring, evaluating, and updating the Local Mitigation Strategy during a 5-year plan update cycle. This section includes discussion of some of the ways there is continual integration with other community planning processes and input into county financial investment decisions while recognizing the on-going importance of obtaining state and federal grants to assist with financing mitigation actions. In addition, the section describes how the public will continue to be involved in the mitigation planning process.

For this 2022 update, the Plan was not revised due to a change in priorities within jurisdictions. While the revisions reflect updates in such areas as the identification of Significant Hazards, demographics, etc., the priorities among all jurisdictions remain unchanged.

Method and Schedule for Monitoring, Evaluation, & Revision

The Local Mitigation Strategy Working Group has identified procedures for the periodic review of the local mitigation strategy. This process provides a coordinated approach for municipal, county regional, and state review at the various level of government. The LMS Working Group, which includes municipal, county, and other organizational representatives meets quarterly unless otherwise noted to discuss mitigation strategies and projects.

Plan Maintenance Method and Approach

The LMS Working Group Planning Subcommittee created the plan method and maintenance approach consistent with the process and steps presented in FEMA's How-To-Guide: "Bringing the Plan to Life" (FEMA 386-4). The following FEMA requirements are addressed in this section:

Requirement §201.6(c)(4)(i): [The plan maintenance process **shall** include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan with a 5-year cycle.

Requirement §201.6(c)(4)(ii): [The plan **shall** include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, where appropriate.

Requirement §201.6(c)(4)(iii): [The plan maintenance process **shall** include a] discussion on how the community will continue public participation in the plan.

Municipal

All participating municipalities shall have membership in the LMS Working Group. Each municipality should form a municipal working group to review the local mitigation strategy and identify potential mitigation programs/projects in their communities. Residents and adjacent or impacted communities need to be included in the review process at the local level. This mechanism will serve to expand and improve upon the capabilities that are described in this plan. Since the 2017 update, all municipalities that adopted this Plan have incorporated the information into their respective mitigation strategy planning.

The following participating municipalities will be seeking approval of the Plan:

Coconut Creek	City
Cooper City	City
Coral Springs	City
Dania Beach	City
Davie	Town
Deerfield Beach	City
Fort Lauderdale	City
Hallandale Beach	City
Hillsboro Beach	Town
Hollywood	City
Lauderdale-by-the-Sea	Town
Lauderdale Lakes	City
Lauderhill	City
Lazy Lake	Village
Lighthouse Point	City
Margate	City
Miramar	City
North Lauderdale	City
Oakland Park	City
Parkland	City
Pembroke Park	Town
Pembroke Pines	City
Pompano Beach	City
Plantation	City
Sea Ranch Lakes	Village
Southwest Ranches	Town
Sunrise	City
Tamarac	City
West Park	City
Weston	City
Wilton Manors	City

In addition, the following Special Districts will be seeking approval of the Plan:

Coral Springs Improvement District
South Broward Drainage District
Memorial Hospital System

The LMS should be reviewed at the municipal level on an annual basis. An updated project list from each municipality shall be composed and submitted to Broward County Emergency Management Division by mid-January of each year as part of the revisions to the Local Mitigation Strategy. Possible viable projects should be sought throughout the year and placed in the WebEOC Mitigation project portal or removed/alterd during the open enrollment cycle.

County

Components of the LMS shall be reviewed and updated annually including a revised countywide mitigation project list and membership roster. The review, revision and evaluation will be done through completion of the annually required Florida Administrative Code (FAC) 27P annual report to the state and discussed at quarterly Working Group meetings. Consolidation of municipal proposed revisions to the project list should be completed by January 15th of each year. A WebEOC mitigation project board was created to annually track and update possible mitigation projects by the County. An internal review shall be conducted by the Broward County Emergency Management Division as part of the annual self-assessment process. All county/municipal revisions shall be reviewed by staff and the LMS Working Group as needed, and the changes will be submitted to the Emergency Management Director or designee for approval, if deemed necessary.

All applicable components of the ELMS may be incorporated into the Broward County Comprehensive Emergency Management Plan as part of the annual review process. The Broward County Comprehensive Emergency Management Plan is reviewed and approved by the State every 4 years. Any proposed revisions from the State review of the CEMP will be part of the revisions submitted to the Board of County Commissioners. All necessary changes to Broward County and municipal comprehensive plans should be added into the established review schedule for the applicable elements and amendments.

Exercises shall be occurring that are based upon the hazard identification and vulnerability assessment of Broward County's Local Mitigation Strategy and existing roles as assigned per the Comprehensive Emergency Management Plan and supporting SOPs. The Integrated Preparedness Plan for Broward shall also focus on those hazards for exercises and training opportunities to address the need and be focused on the identified hazards and risks as outlined in the Local Mitigation Strategy. Mitigation initiatives shall be incorporated into county and state exercises as applicable.

This mechanism will serve to expand and improve upon the capabilities that are described in this plan.

Regional

A revised Enhanced Local Mitigation Strategy may be submitted to the South Florida Regional Planning Council (SFRPC) for review as a member of the LMS Working Group. Copies of the Local Mitigation Strategy may be available for adjacent counties and other applicable jurisdictions for comments.

The LMS Working Group has identified a regional conflict resolution procedure. Any disputes arising from the local mitigation strategy shall be mediated utilizing the South Florida Regional Planning Council Dispute Resolution Process. The SFRPC has established a Regional Dispute

Resolution Process (RDRP), as specified by Florida Statutes, 186.509.

*Participation in the RDRP does not waive any party's right to judicial or administrative action, nor does it convey or limit intervener status or standing in any judicial or administrative proceeding.

State

The revised ELMS shall be submitted to the State of Florida, Division of Emergency Management for review and comment as required by the 5-year FEMA review cycle or as directed by the division. This 2022 ELMS is being submitted as a full update to the State and FEMA and will be adopted by the Broward County Board of County Commissioners and the municipalities. The next update will be due to the State in early 2027.

Procedures have been identified to ensure that a broad group of local government representatives, citizens, adjacent community representatives, and county liaisons participate in the review and revision of the local mitigation strategy.

Implementation

Each municipality and Broward County is responsible for implementing mitigation actions as prescribed in this plan. Under the direction of the LMS Executive Committee and the coordination of the Broward County Emergency Management Division, funding will be sought from a variety of sources to implement mitigation projects in both pre-disaster and post-disaster environments. In addition, each municipality will be responsible for the integration of mitigation actions into the planning processes of their respective communities and providing mitigation input into their respective municipal capital improvement/risk management process. Broward County will act as a catalyst and facilitator to encourage this level of mitigation integration in the municipalities.

Mitigation actions will be integrated into other planning documents of the Broward County Emergency Management Division. Opportunities to integrate the requirements of this Plan into other planning mechanisms shall continue to be identified through future meetings of the Executive Committee and the 5-year review process described herein.

The Director of the Broward County Emergency Management Division or designee, acting as the Local Mitigation Strategy Chairperson, has overall leadership and guidance for implementing the LMS Plan. The Local Mitigation Strategy Coordinator is the key primary staff for review and ensuring participation in the planning process as well as submitting for approval of plan updates and changes prior to State/Federal mandated 5-year update.

Below are some of the activities that have been predefined to support implementation:

- Incorporate hazard mitigation actions into existing community planning mechanisms (e.g., attend comprehensive planning meetings, communicate frequently with community planners on land use issues, on-going meetings with community planners on issues of overlapping interest)
- Provide input and feedback into annual county budget process (e.g., capital improvement spending) for consideration of hazard mitigation measures beyond code.
- Partner with the Risk Management Division and the County's property and casualty insurer to coordinate efforts to lower risk and augment mitigation measures at each facility when opportunities present themselves (i.e., through the CIP or other spending)
- Encourage communities to find new ways to accrue CRS credit points or join CRS if not

currently in the program.

- Coordinate with and engage the County's Climate Change Government Operations group on mutual interests to increase effectiveness of both groups.
- Revisit indicators of project/action effectiveness or success and monitor/evaluate projects/actions that have been implemented.
- Collect important damage data after storm events when feasible.
- Implement the evaluation/revision schedule established to ensure plan is up to date at the end of 5-year cycle.
- Continue refining the process for public input and community involvement during the entire 5-year cycle.

Monitoring

Periodic revisions of the LMS Plan will be monitored by the LMS Executive Committee. The LMS Coordinator of the Broward Emergency Management Division will monitor and document hazard events, note changes in the risk environment, capture damage and loss data, and maintain and update hazard and vulnerability data on an ongoing basis.

The LMS Coordinator will organize, schedule, and conduct meetings of the Local Mitigation Strategy Work Group and respective subcommittees to address issues of interest, provide LMS members with meeting summaries and action items, and retain meeting results in LMS files. The LMS Coordinator will monitor grant opportunities and advise LMS member organizations of deadlines and application requirements.

The above activities outline general plan maintenance during the four years leading up to the fifth year of the planning cycle. Beginning in July before the revision year (the 4th year of the planning cycle), the Planning Subcommittee will lead a more intensive planning effort to update the Plan, obtain approvals, make necessary revisions, and work with the LMS Coordinator on completing items for the FEMA crosswalk for review and approval by the State and FEMA.

Evaluation

The LMS Plan, in parts or whole, will be evaluated annually to coincide with the Florida Administrative Code 27 P update and after significant disasters to review the effectiveness of its projects, programs, and policies. Areas needed for update will be noted for changes at the end of the year. As part of the annual review process, certain chapters will be identified by the LMS Chair and/or LMS Coordinator for review based on need. The LMS Working Group reviews the hazard mitigation goals to ensure that they continue to comply with County and municipal goals. The goals will also be reviewed to determine if changes are necessary.

As part of the annual evaluation, each entity shall review and revise their mitigation project lists such as for relevancy, costs, status, etc. as part of the overall master county-wide mitigation projects list. Projects are reviewed annually and are placed into the WebEOC mitigation project board for the respective year.

The LMS Working Group will determine if any significant events have occurred in the County to warrant any considerable changes in the ELMS Plan. In the event of a disaster or when deemed necessary by its members, the LMS Working Group and its subcommittees may meet more frequently.

Revision and Update

5 Year Plan Review

The Planning Committee will thoroughly review and analyze each Chapter of the LMS Plan during the 4th and 5th years of the 5 year Plan cycle to determine whether there have been any significant changes county-wide that would necessitate revisions in the types of mitigation actions proposed: 1) new development in identified hazard areas; 2) an increased exposure to hazards; 3) the increased or decreased capability to address hazards; 4) changes to county comprehensive planning and capital improvement funding policies; and 5) changes to federal or state legislation are examples of factors that may affect the necessary content of the Plan. The committee will also assess and consider recommended changes provided by the State and FEMA in the previous 5-year plan revision cycle. Input from each Committee will also be incorporated into the Plan.

During the 5-year Plan update cycle, the following process will occur to allow sufficient time for updating a plan of this size, for submitting for review by the State and FEMA, addressing State and FEMA comments, and adoption by all jurisdictions:

- At 2 years prior to Plan expiration, the LMS Planning Committee will identify areas that have been modified and need to be updated per the identified responsibilities of this group. During this time, the Broward County LMS Coordinator while working with the Planning Committee will review Federal, State, and local regulations and guidance to see if any appropriate changes need to be made. The LMS Coordinator is tasked with making note of proposed changes and start the revision of the plan and update.
- At 8 months prior to Plan expiration is the desired time frame for the updated Broward County ELMS should be submitted to the State of Florida for review. It shall be noted that this may not always be achievable due to existing circumstances.

The plan review provides the LMS Working Group an opportunity to evaluate those actions that have been successful and to explore the possibility of documenting potential losses avoided due to the implementation of specific mitigation measures. The plan review also provides the opportunity to address mitigation actions that may not have been successfully implemented. The LMS Coordinator will be responsible for convening the Planning and Executive Committees and conducting the 5-year review.

During the 5-year plan review process, the following questions will be considered as criteria for assessing the effectiveness and appropriateness of the Plan:

- Do the goals address current and expected conditions?
- Has the nature or magnitude of risks changed?
- Are current human and capital resources appropriate for implementing the Plan?
- Are there additional partnering opportunities for evaluating risk and implementing mitigation?
- Are there new opportunities to implement, fund or integrate mitigation?
- Are there implementation obstacles, such as social, technical, administrative, political, legal, economic environmental issues, or coordination issues?
- Have the outcomes occurred as expected?
- Did the identical departments, individuals, and/or other partners participate in the plan implementation process as volunteered or assigned?
- Are there potential mitigation actions that would require a longer time horizon to realize (10 to 20 years out) for which it is important to start laying the groundwork?

Upon completion of the review and update process, the LMS Coordinator will send to LMS Chairperson and the Executive Committee to do a final review of the revised Plan as needed and approve the Plan to be submitted to the State Hazard Mitigation Officer at FDEM for final review and approval in coordination with FEMA.

After FEMA has approved the County Plan, the LMS Coordinator will submit it to the Board of County Commissioners for formal adoption. Once the Plan is formally adopted by the County, each of the 31 municipalities will follow suit.

Local Adoption

Once the LMS Plan is adopted by the County, all participating municipalities must also adopt the plan. Copies of resolutions must be submitted to the County LMS Coordinator for filing with the State and FEMA, to ensure eligibility of mitigation grant programs administered by FEMA. Appendix F contains local adoptions.

Post-Disaster Review and Update

In the event of a disaster, findings from the damage assessments and damage data collection, success story reporting will be reported to the LMS Planning Subcommittee. These findings will in turn be reviewed and the plan will be updated to reflect lessons learned, or to address specific issues and circumstances arising from the event, regardless of the 5-year interval. Data collection worksheets, when collected, will be kept by the County. Any future revisions of the plan will be posted on the County's website.

Recommendations to Continually Enhance the 5-Year Plan Review Process

- Invite State and FEMA mitigation counterparts to periodic meetings to keep them informed on the County's actions, policies, coordination efforts and successes.
- Track and share mitigation successes and challenges by utilizing the LMS meetings and other communication mechanisms to share best practices to increase the mitigation knowledge of municipalities and other stakeholders.
- Sharpen focus on what mitigation works well in the County (e.g., working with insurer, applying for FEMA grants, working with Climate Change groups)
- Communicate periodically with elected officials to inform them on policy changes and/or funding decisions that would better support mitigation.
- Continually search for better sources of risk data to assist with demonstrating cost-effectiveness with proposed projects.

Incorporation into Existing Planning Mechanisms

As part of the planning process, the Planning Subcommittee identifies current plans, programs, policies/ordinances, and studies/reports that will augment or help support mitigation planning efforts. The LMS Working Group will be the mechanism for ensuring that entities integrate hazard mitigation into its future planning activities. The subsection below entitled "Plan Integration Efforts" describes some of the examples from the ELMS process in identifying additional opportunities to incorporate mitigation into existing planning mechanisms.

To ensure the continued consistency, Broward County's Enhanced Local Mitigation Strategy (ELMS) Hazard Identification and Risk Assessment serves as the primary hazard identification and risk assessment for Broward County. Broward County ELMS shall be utilized for a detailed

hazard identification and risk assessment for all Broward County plans. An updated version of the hazard identification and risk assessment will be conducted in conjunction with each review and iteration of the County's Enhanced Local Mitigation Strategy.

Plan Integration Efforts

A major objective of the ELMS process is to integrate mitigation into other essential community planning processes. This strategy will allow achievement for more consistency, integration, and more effectiveness of mitigation practices into several existing county-wide, regional, state, and federal planning mechanisms. Below is a summary of some the integration efforts to demonstrate where other plans and programs are consistent with the Broward County's Local Mitigation Strategy and developed in concert with the Local Mitigation Strategy.

Jurisdiction Plan Integration Process

The LMS Coordinator works closely with all jurisdictions in a uniform effort to include ELMS planning strategies within local hazard mitigation planning. It is primarily accomplished via quarterly meetings with the Local Mitigation Strategy Working Group, meetings of the LMSWG Subcommittees, and in collaboration with the Emergency Management Division's Municipal Services Branch.

Broward County Comprehensive Emergency Management Plan

Broward County's Comprehensive Emergency Management Plan (CEMP), as adopted Nov. 17, 2020, was developed on the premise to provide an "all hazards" approach to emergency management. The Broward CEMP consists of three major components -the Basic Plan including supporting Standard Operating Procedures and annexes: the Broward Recovery Plan and the Broward Enhanced Local Mitigation Strategy (ELMS). The ELMS outlines the County's mitigation program to address a myriad of possible mitigation measures that will reduce or eliminate exposure to hazard impacts. The ELMS provides a comprehensive and coordinated hazard mitigation program for Broward County and its 31 municipalities aligned with Broward's CEMP. The Broward CEMP is consistent with the ELMS as having the same defined significant hazards of concern. Presently, the ELMS is integrated into the Broward County Comprehensive Emergency Management Plan (CEMP) through both plans' review cycles. Throughout the CEMP update process, the LMS Coordinator works closely with the Planning Section staff to ensure that elements of the ELMS are incorporated within the sections of the CEMP that address Broward County's mitigation strategies and initiatives. Additionally, the LMS Coordinator will continue to ensure that policies, programs, and mitigation actions are consistent between the ELMS and the Broward County CEMP. Further, all jurisdictions within Broward County having CEMPs are required to be consistent with the County CEMP. It should be noted that most municipalities have indicated that the vulnerability assessment section of the ELMS has been incorporated into their CEMP and is also utilized in the same manner to help develop Continuity of Operations (COOP) Plans like the County.

The Broward CEMP sets up an incident management system based upon National Incident Management protocols. This framework has identified roles and responsibilities for the Broward Emergency Response Team in the Broward Emergency Operations Center (EOC) environment. Recognizing the significance of prepositioning mitigation in the EOC response for the identification of mitigation opportunities, there is a Mitigation Unit under the Planning Section to ensure mitigation is part of the EOC response and short-term recovery planning. Mitigation is then further incorporated into the long-term recovery phase as part of the Recovery Coordination Center if activated.

County Comprehensive Plan

Broward County's Comprehensive Plan serves as a growth management planning document that guides development based upon projected growth and anticipated associated impacts on the County. The Broward NEXT 2.0 version of Broward County's Comprehensive Plan was adopted on March 28, 2019 (Ordinance No. 2019-11) with some elements being revised in 2020 and 2021 and amendments in 2022 as noted in support documents. Broward County's Land Use and comprehensive plans were updated including involvement from the 31 municipalities. The Broward County Land Use Plan of the Broward County Comprehensive Plan addresses climate resiliency, adaptation action areas and priority planning areas to address taking on a county-wide approach to land use planning. This last update of Broward Next sought to comprehensively update the County's land use planning program to meet the challenges of future growth by setting priorities and parameters for housing, transit, climate reliance and adaption, regional economic development, environmental protection, and disaster preparedness through mitigation.

The Coastal Management Element of the Comprehensive Plan was amended in 2022. The purpose of the Coastal Management Element (CME) is to plan for, and where appropriate, limit development activities where such activities would damage or destroy coastal resources, protect human life, and limit public expenditures in areas that are subject to destruction by natural disaster. The Florida Administrative Code (FAC) requires the CME to address coastal management, natural disaster, and deep-water port issues. Consistent with Florida Statutes Section 163.3177(g)7, the purpose of the Natural Disaster Component (NDC), as part of the Coastal Management Element (CME), is to plan to "protect human life against the effects of natural disasters." Natural disaster planning issues have been singled out as a separate component to stress their importance in Broward County. The NDC Support Document provides the data and analysis used as the basis for the goal, objectives and policies included in the NDC and was developed to provide for initiatives to support local mitigation strategy efforts.

SE Florida Regional Climate Change Compact: Regional Climate Action Plan

The Southeast Florida Regional Climate Change Compact was created in 2010 by Broward, Miami-Dade, Monroe, and Palm Beach counties to coordinate and collaborate on climate change action across county lines and is a leading example of regional-scale climate action and mitigation implementation. In 2012, the Compact codified its vision in its first Regional Climate Action Plan (RCAP). The Southeast Florida Regional Climate Change Compact is now on the third iteration (November 2022) of its Regional Climate Action Plan (RCAP). Developed with the guidance of more than 150 subject matter experts, including community members and stakeholders, the RCAP 3.0 provides updated guidance to support the implementation and acceleration of local and regional climate action in Southeast Florida.

The RCAP outlines goals, recommendations and supporting strategies across 11 focal areas to advance the objectives, of strengthening the adaptive capacity and climate resilience of the region's communities, institutions, and economy. The RCAP serves Broward, Miami-Dade, Monroe, and Palm Beach counties, inclusive of 109 municipal governments, the Seminole Tribe of Florida, and the Miccosukee Tribe of Indians of Florida, encompassing a total regional population of more than 6.2 million people.

Risk Reduction and Emergency Management is a highlighted focus area of the RCAP with the following Goal: Prepare SE Florida for climate shocks and stressors by coordinating interdisciplinary risk-reduction planning and with emergency management planning. There are currently 15 recommendations under this Goal with identified strategies for implementation that were developed to enhance regionally and then locally through Broward County's Local Mitigation Strategy programs and projects. The 15 recommendations are: Identify climate risks to communities, built/physical environment and infrastructure; Integrate climate risks into hazard mitigation and emergency planning; Advance infrastructure investments to reduce risks; Advocate for solvency and affordability of insurance; Prioritize investments in transportation infrastructure; Strengthen regulations to reduce risk; Promote existing risk mitigation policies and programs; Utilize distributed renewable energy for disaster recovery; Communicate climate risks and emergency information; Develop post-disaster redevelopment plans; Provide small business recovery resources; Train local government staff on disaster preparedness; Engage with frontline communities to inform planning; Identify low-income populations in "communities at risk" and strengthen inter-and intra- governmental coordination.

There are ongoing coordination efforts throughout Broward County government to ensure continued integration of mitigation measures as it relates to strengthen the adaptive capacity of Broward. Broward County has a Chief Resilience Officer along with a Resilience Environment Department to recommend, and develop programs, implement projects and policies to support sustainability and resilience. The Broward County Government Operations Climate Change workgroup, led by the Resilience Environment Dept. allows for the opportunity for Broward County governmental divisions/departments to assist in implementing various elements of the Climate Change Action Plan including the Emergency Management Division to promote countywide measurable efforts.

State's Resilient Florida Program

The Resilient Florida program was created in 2021 by Senate Bill 1954/House Bill 7019 to provide a coordinated approach for Statewide Flooding and Sea Level Rise Resilience Planning with an accompanying grant program administered by the Florida Department of Environmental Protection to help communities prepare for the impacts of flooding and storm surge. The legislation ensures a coordinated approach to Florida for coastal and inland resilience. The targeted funding and new directives have enhanced efforts to protect inland riparian areas, coastlines, shores, and coral reefs all which serve as invaluable natural defenses against sea level rise. These initiatives have been incorporated locally into Broward County's local mitigation strategy and supporting projects, programs, and plans.

Broward County and local municipalities will receive a combined \$92 million in grant funds in 2023 for resilient infrastructure improvement projects. The funding was made available through the competitive grant program by the Florida Department of Environmental Protection to fund projects to help prepare coastal and inland communities to the adverse impacts of flooding and storm surge. Broward County received nearly \$66 million to advance mitigation, infrastructure, and other water management improvements. 16 Broward County projects have been awarded funds, including replacement and improvement of bridges, septic to sewer conversions, wastewater

pumps, bulkheads, and several stormwater infrastructure projects. The cities of Dania Beach and Ft Lauderdale were also funded for critical stormwater and infrastructure upgrades in the amount of \$25 million including the neighborhoods of Progresso and Dorsey Bend.

The Florida Dept. of Environmental Protection has also funded round of planning grants to assist in completing up to date comprehensive vulnerability assessments by 2026. Of the 122 communities awarded, Broward County and 11 Broward County cities received funding to update and/or develop vulnerability assessments.

State's Enhanced Hazard Mitigation Plan

The Florida Division of Emergency Management works closely with Broward County to ensure that the State Hazard Mitigation Plan and initiatives are incorporated locally into Broward's Local Mitigation Strategy and vice versa on a recurring basis and not just part of the 5-year updates. Starting in 2010, the State FDEM Mitigation Unit has invited members of the Local Mitigation Strategy working groups to participate in mitigation planning including the quarterly Mitigate FL meetings. Broward County Emergency Management has been actively participating in Mitigate FL activities over these years. The State provides a variety of forums so that there is cross-jurisdiction interface as it relates to mitigation planning activities. The State FDEM Mitigation Unit along with other State agencies with mitigation programs such as FL DEP are invited and are part of programming for Broward County's Local Mitigation Strategy Workgroup.

The Floodplain Management Program; Flood Mitigation Assistance Program; Hazard Mitigation Grant Program, Hurricane Loss Mitigation Program; Pre-Disaster Mitigation Grant Program; Building Resilient Infrastructure and Communities Grant Program and Watershed Planning Initiatives are all programs that Broward takes every opportunity to partake in with the Florida Division of Emergency Management (FDEM). FDEM acts as the coordinating agency and provides support to Broward and its municipalities on these program areas, and all are part of the State's overall Mitigation Strategy. As new programs are developed and briefed through forums such as Mitigate FL, Broward County will incorporate into local planning initiatives as applicable.

South Florida Water Management District Planning

The South Florida Water Management District is a regional governmental agency that manages water resources in the southern half of the state covering 16 counties including Broward County for entire area of 9 million residents. The South Florida Water Management District operates and maintains the regional water management system known as the Central and South Florida Project, which was authorized by Congress more than 75 years ago to protect residents and businesses from floods and droughts. The primary system includes approximately 2,200 miles of canals, 2,100 miles of levees/berms, 84 pump stations, and 778 water control structures. This primary system of canals and waterways connects to community drainage districts and hundreds of smaller neighborhood systems to effectively manage floodwaters during heavy rains. As a result of this interconnected drainage system, flood control is a shared responsibility between the District, Broward County and other County and city governments served by the District, local drainage districts homeowner associations and residents.

On Sept. 8, 2022, the Governing Board for the South Florida Water Management District approved a cost share agreement with the U.S. Army Corps of Engineers to advance a new flood resiliency study for SE Florida Component of the Central & South Florida Project, the backbone of the region's flood management system. Broward County is an actively engaged participant in the process including participating in the planning charettes in January 2023 and holding Broward

County workshops in February 2023. The Flood Resiliency Study will address flood damage reduction, water supply and related water resource concerns that may occur over next 50 years through solutions that are structural, non-structural, natural and nature based.

National Flood Insurance Program and Community Rating System

The National Flood Insurance Program is a federally subsidized flood damage insurance program administered by Federal Emergency Management Agency. Residents and businesses are eligible to purchase NFIP flood insurance policies in communities that regulate development in special flood hazard areas. Broward County has a robust participation in the National Flood Insurance Program with active engagement in the Community Rating System (CRS) self-voluntary incentive program to recognize and encourage community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program. Broward County and the participating CRS municipal communities shall continue to participate in the Local Mitigation Strategy process and support Community Rating System programs to minimize hazard risks and gain flood protection benefits for their residents. The Local Mitigation Strategy CRS Subcommittee/User Group evaluates changes to the CRS program and identifies areas where the County, and municipalities, can get more credit points based on existing activities and potential new ones. The CRS communities are constantly striving to reduce risk and by enacting flood mitigation measures and are at the forefront of the Local Mitigation Strategy. Activities such as outreach and infrastructure protection projects are emphasized. The LMS supports the three overarching goals of the CRS:

1. Reduce flood losses and damage to insurable properties.
2. Support the insurance aspects of the National Insurance Program.
3. Encourage a comprehensive approach to local flood plain management and risk mitigation.

Out of 31 municipalities in Broward County, 23 are CRS Communities. The Broward Municipal Services District (unincorporated areas) is also a CRS Community, bringing the total number to 24. However, the seven communities that are not CRS Communities are enrolled in the National Flood Insurance Program.

Capital Improvement Planning: Linking LMS to County and Municipal CIPs

Broward County government and municipal partners have been actively engaging any opportunity to further enhance mitigation into projects funded under general and enterprise revenue funding streams through capital improvement and supplements as necessary. Some accomplishments focusing on populations at risk since the last Local Mitigation Strategy update including funding permanent fixed generators at schools utilized as Special Medical Needs shelters; retrofit of the two Homeless Assistance Centers ended up funded through HMGP; redundant generators and chillers for EOC and elevating proposed building design in new builds for example Property Appraiser and Supervisor of Elections as Broward County is a High Velocity Hurricane Zone (HVHZ) projects to meet “essential” and “enhanced standards” specs beyond the 2020 Florida Building Code.

Since the CIPs are local project funding processes in multiple sectors of local government service, it is both important to first determine where mitigation is occurring in current CIP projects. Second, and more importantly, it is critical to facilitate a process to integrate the potential more fully for mitigation in the full life cycle of the CIP selection and funding process.

The Mitigation Assessment Team (MAT) tool process is one of the tools that can identify opportunities for proactive mitigation measures to be identified year-round. This process is for considering the maximum practicable hazard mitigation protection for any county investment in retrofitting, repairing, upgrading, enhancing, or new construction for facilities or infrastructure. The County's insurer typically requires additional protection above and beyond code under its authority. This additional protection usually pertains to high wind protection to a Category 3 hurricane or greater but does not necessarily pertain to all other likely hazards, namely flood, which is the purview of the federal government.

The MAT tool process should identify additional mitigation opportunities above and beyond what is required under code and the County's insurer's authority. Parameters for investment include practical, cost-effective county investments during a construction process where a facility or infrastructure is being modified or built. Examples include protecting a county critical facility to a Category 5 wind speed and/or 1 foot of freeboard above the 500-year flood level. This process will consider future risk conditions, like climate change and sea level rise impacts, and an optimal time financially when the modification or new construction is being planned and constructed.

The MAT tool process will consider all potential funding sources but typically it is geared toward finance through County Capital Improvement funds. Therefore, it is essential that the identification process begin when capital improvement projects are first being considered in the CIP budgeting process. This typically occurs ten years in advance of when they are expected to be funded. The process will work roughly like this:

- When a new project is first considered in the CIP budget process at the Division Level (5-8 years in advance for a general project and 2-5 years in advance for a specific project), the MAT will review it for mitigation potential. If the team agrees that some form of mitigation is appropriate and cost-effective, it will provide a description of the mitigation idea with the scope of the CIP project and factor in the mitigation cost into the overall project cost. The MAT may use a worksheet with pre-identified actions to guide the process. The mitigation funding will likely be from the Alternative Financing process.
- As the date of actual funding and design gets close (1 to 2 years out), the MAT will help justify the need for the project to the County commission. The Finance team will help organize the alternative finance application. The MAT will also help draft the Request for Proposals (RFP) to make sure that the scope of services has a clear description of the mitigation measure.

The MAT tool process discussed above links the LMS's goals, principles, and strategies through to the County Capital Improvement Plan when feasible. To provide a link between the LMS and the local CIPs, each municipality should consider replicating this process as applicable at the community level.

Continued Public Involvement

Broward County and the LMS Working Group are dedicated to continued public involvement in the hazard mitigation planning and review process. Public participation has been woven into Broward County activities throughout the year to keep all stakeholders informed of the local mitigation strategy plan and updates, provide support and input for programs and projects with the hazards Broward faces, the possible impacts from those hazards and ways to mitigate.

Broward County participation in National Preparedness Month, Severe Weather Awareness

Week, Cyber Awareness Month, Eye of the Storm event, Hurricane Preparedness Open House, Business Resiliency Summit, Water Matters Day, municipal hurricane season preparedness briefings, awareness fairs, etc. are just a handful of preparedness and mitigation public participation activities that the County does to heighten awareness and discuss possibilities for mitigation and the overall mitigation strategy.

As described earlier in this chapter, significant changes or amendments to this Plan are discussed in the public, as deemed appropriate, to participate in the planning process prior to formal adoption procedures. Efforts to involve the public in the Plan maintenance, evaluation, and revision process were initiated as described per the Florida Sunshine Law with all LMS meetings being open to the public. To obtain the most recent input from the public and the LMS Working Group, an All-Hazards Survey was launched to solicit feedback from these two audiences. Broward's underserved and vulnerable communities were provided the opportunity to be involved in this initiative, as the Survey was disseminated to all population groups within the county.

The 2023 All-Hazards Survey and its description are included in Appendix M of this plan.

Chapter 4: Risk Assessment

Introduction

This chapter of the LMS includes the assessment of hazard risks facing Broward County and its participating municipal jurisdictions. The purpose of the risk assessment is to use best available data and technology to identify and evaluate potential hazard risks facing Broward County, as well as provide the factual basis for mitigation activities proposed in Broward County's LMS that aim to reduce those risks. The chapter has been broken down into the following key sections:

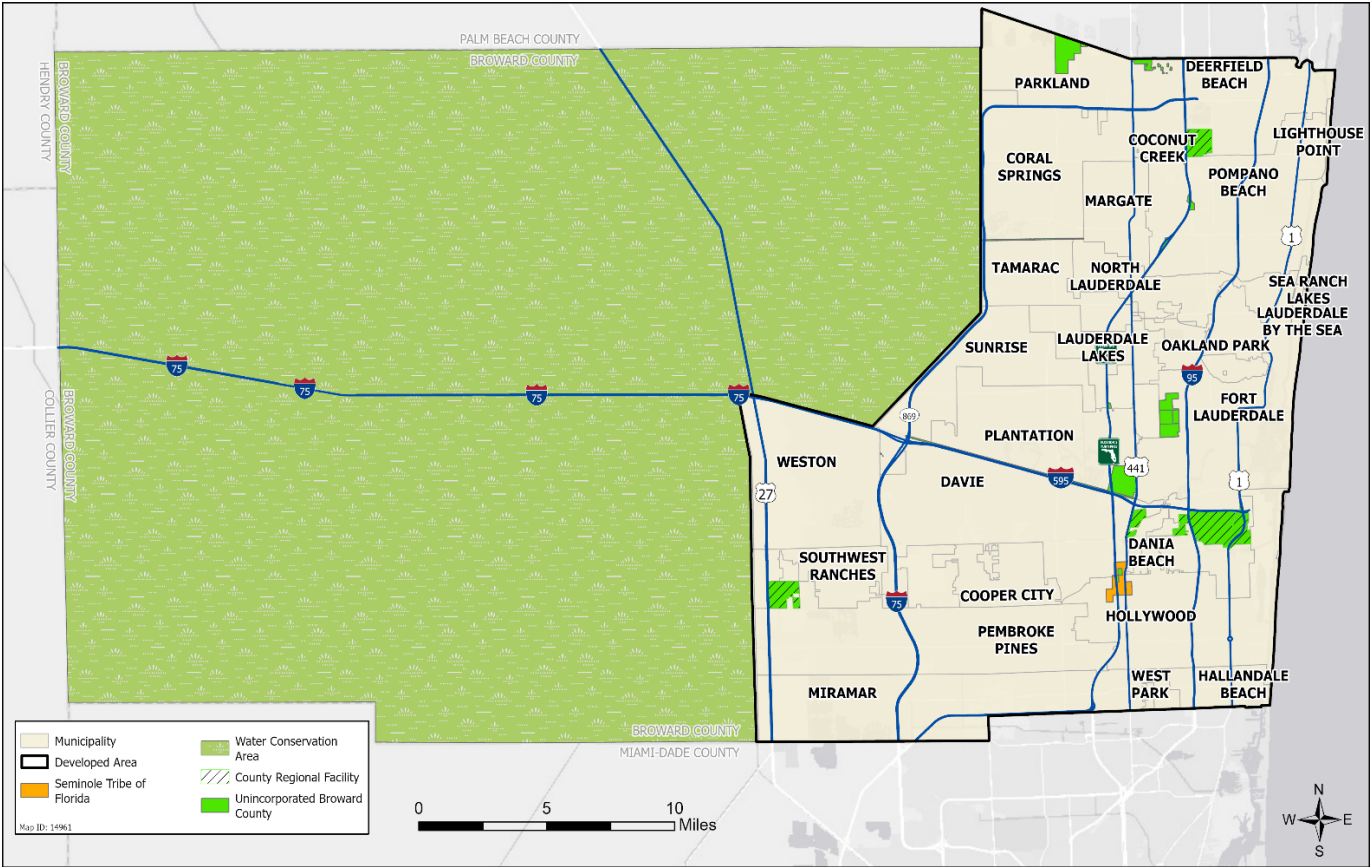
- Introduction
- Risk Assessment Methods
- Asset Inventory
- Initial Hazard Identification
- Natural Hazards
- Human Caused Hazards
- Conclusions on Hazard Risk

The risk assessment completed for Broward County provides for the identification and analysis of known hazards that may threaten life and property across the entire planning area. It also includes the results of a multi-jurisdictional vulnerability assessment conducted for each of Broward County's municipal jurisdictions¹ (shown in **Maps 4.1 and 4.2**) to determine where locally specific risks vary from those facing the rest of the county. The vulnerability assessment helps to describe each jurisdiction's vulnerability to identified hazards in terms of the types and numbers of buildings, infrastructure, and critical facilities located in hazard areas as well as potential loss estimates for vulnerable structures.

The Threat Hazard Identification and Risk Assessment (THIRA), Economic Vulnerability, and Mitigation Initiatives for Broward County have been prepared in compliance with the Federal Emergency Management Agency's Local Multi-Hazard Mitigation Planning Guidance, dated March 2013, and meets the requirements of 44 CFR § 201.

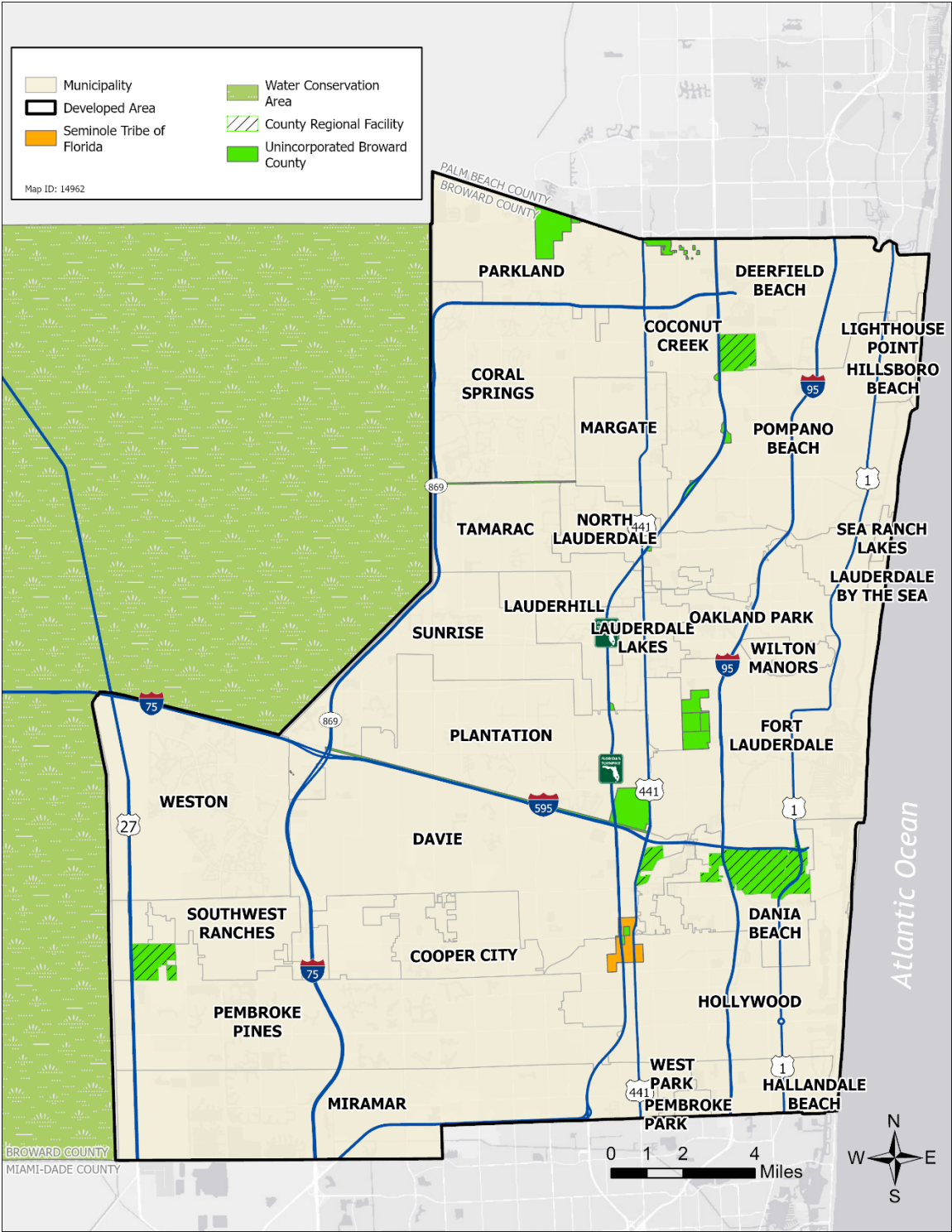
¹ Although this risk assessment does not officially or comprehensively analyze risks faced by the Seminole Tribe of Florida, it is of significance to note that the Seminole Reservation Headquarters is located in Hollywood and there are 2 Seminole run Casinos located in Hollywood and Coconut Creek. The Hollywood Reservation is a 497 acre urban reservation that is home to more than 500 Seminoles.

Map 4.1: 2022 Broward County Base Map (Entire County)



Source: Broward County GIS 2022

Map 4.2: 2022 Broward County Base Map (Developed Areas Only)



Source: Broward County GIS 2022

Risk Assessment Methods

As described above, the risk assessment completed for Broward County includes two primary studies including: (1) the hazard identification and analysis; and (2) a multi-jurisdictional vulnerability assessment.

Data and modeling from FEMA's National Risk Index (effective 2022) was utilized for the updates to this section.

The hazard identification and analysis provide the following information for each hazard:

- A general background description of each potential natural, technological, and/or human caused hazard that could impact Broward County
- The known locations and/or spatial extent of each hazard (if applicable)
- A locally specific history of past hazard occurrences based on best available data.
- A statement addressing the probability of future hazard occurrences that could affect Broward County

All the information presented as part of the hazard identification and analysis is based on existing local, state, and federal sources as cited throughout. Sources include historical records on hazard events (such as the storm events database maintained by the National Climatic Data Center) as well as input from the Broward County Mitigation Task Force and other relevant information provided through existing local plans, studies, and reports.²

The multi-jurisdictional vulnerability assessment was conducted with two distinct methodologies: first, utilizing Hazards United States-Multi-Hazards (Hazus-MH), FEMA's loss estimation software, and second, a statistical risk assessment methodology. Each approach provides estimates for the potential impact by using a common, systematic framework for evaluation. The results of the multi-jurisdictional vulnerability assessment are provided for each hazard immediately following the summary of information provided through the hazard identification and analysis, as listed above.

The Hazus-MH risk assessment methodology is parametric, in that distinct hazard and inventory parameters (wind speed and building types) were modeled using the Hazus-MH software to determine the impact (damages and losses) on the built environment.

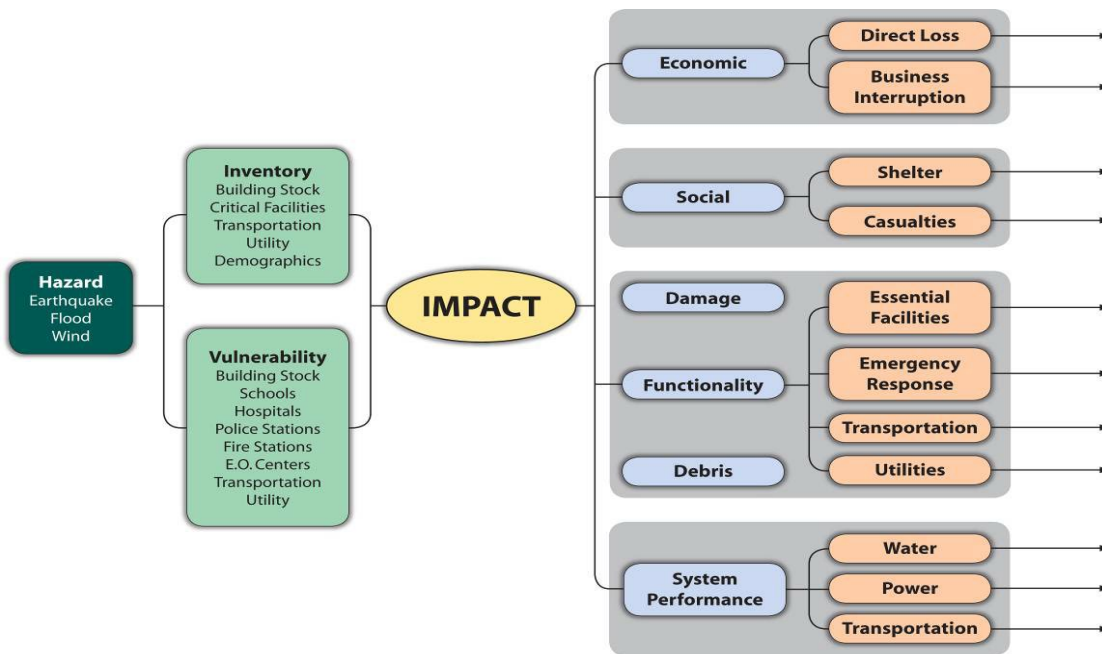
The statistical risk assessment methodology was applied to analyze hazards of concern that were outside the scope of the Hazus-MH software. The Hazus-MH driven methodology uses a statistical approach and mathematical modeling of risk to predict a hazard's frequency of occurrence and estimated impacts based on recorded or historic damage information. Below is a brief description of both approaches.

² Other existing plans, studies and reports include the 2000 version of the Broward County Local Mitigation Strategy, the Broward County Economic & Socioeconomic Vulnerability Study, Port Everglades Vulnerability & Economic Study, the Broward County profile from Florida Department of Community Affairs report entitled *Integrating Hazard Mitigation Planning into Comprehensive Planning*, the State of Florida Hazard Mitigation Plan and the CSX Transportation Hazardous Materials Density Study for Broward County, Florida (2006).

Hazus-MH

Hazus-MH is FEMA’s standardized loss estimation software program built upon an integrated geographic information system (GIS) platform (Figure 4.1) in March 2011. After the initial release of the program, FEMA released Hazus 2.0 in May/June 2011. The main update to Hazus in the 2.0 version was to enhance the capability of integrating storm surge results into the flood module. Subsequent versions of Hazus, including versions 3.0 (released November 2015) and 4.0 (March 2017) were released following Hazus 2.0. These updates provided optimizations to the Hazus program.

Figure 4.1: Conceptual Model of Hazus-MH Methodology



Statistical Risk Assessment Methodology

Risks associated with other natural and anthropogenic hazards (beyond wind and flood) were analyzed using a statistical assessment methodology developed and used specifically for this effort. Historical data for each hazard were used and statistical evaluations are performed using manual calculations. The general steps used in the statistical risk assessment methodology are summarized below:

Compile data from the following sources:

Local

National

Literature

Clean up data.

Remove duplicates.

Update losses (For inflation).

Modify losses (For population growth and distribution).

Identify patterns in:

Frequency

Intensity

Vulnerability

Loss

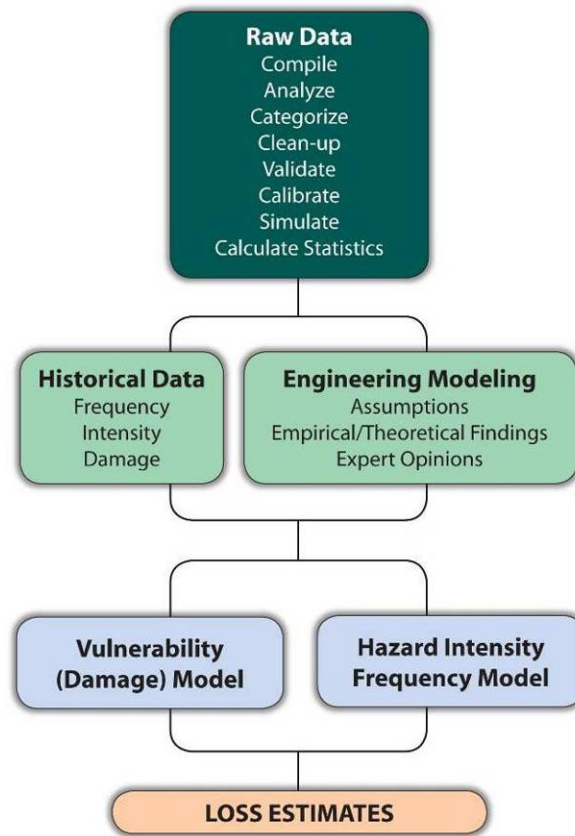
Statistically and probabilistically extrapolate the patterns.

Produce meaningful results.

Development of annualized loss estimates.

Figure 4.2 illustrates a conceptual model of the statistical risk assessment methodology as applied to Broward County.

Figure 4.2: Conceptual Model of the Statistical Risk Assessment Methodology



The economic loss results are presented here using two interrelated risk indicators:

1. The Annualized Loss (AL), which is the estimated long-term weighted average value of losses to property in any single year in a specified geographic area (i.e., county).
2. The Annualized Loss Ratio (ALR), which expresses estimated annualized loss normalized by property replacement value.

The estimated Annualized Loss (AL) addresses the key idea of risk: the probability of the loss occurring in the study area (largely a function of building construction type and quality). By annualizing estimated losses, the AL factors in historic patterns of frequent smaller events with infrequent but larger events to provide a balanced presentation of the risk. The Annualized Loss Ratio (ALR) represents the AL as a fraction of the replacement value of the local inventory. This ratio is calculated using the following formula:

ALR = Annualized Losses / Total Exposure

The annualized loss ratio gauges the relationship between average annualized loss and replacement value. This ratio can be used as a measure of vulnerability in the areas and, since it is normalized by replacement value, it can be directly compared across different geographic units such as metropolitan areas or counties. Loss estimates provided herein used best available data, and the methodologies applied resulted in an approximation of risk. These estimates should be used to understand relative risk from hazards and potential losses. Uncertainties are inherent in any loss estimation methodology, arising in part from incomplete scientific knowledge concerning natural hazards and their effects on the built environment. Uncertainties also result from approximations and simplifications that are necessary for a comprehensive analysis (e.g., incomplete inventories, demographics, or economic parameters).

National Climatic Data Center Storm Event Database

Much of the historical event data presented in the tables in this section were taken directly from the National Oceanic and Atmospheric Administration's (NOAA) National Climatic Data Center (NCDC) database. NCDC receives storm data from the National Weather Service (NWS) which, in turn, receives their information from a variety of sources, including, but not limited to county, state and federal emergency management officials, local law enforcement officials, SKYWARN spotters, NWS damage surveys, newspaper clipping services, the insurance industry, and the public. For many hazards, NCDC data is most accurate beginning from the early to mid-1990's which limits its usefulness for conducting a detailed risk assessment. However, as it is the source of the best available data that can be easily obtained (and is recommended for use by FEMA), it has been heavily relied on to profile and analyze the hazards further discussed in this section.

Asset Inventory

A variety of data exists on buildings, infrastructure, and critical facilities for Broward County. For purposes of the multi-jurisdictional vulnerability assessment, much of this data was based on the inventory databases made readily available through Hazus-MH, FEMA's loss estimation software as described earlier in this section under "Risk Assessment Methods." This includes the number, type, and value of buildings located in each municipality in Broward County. **Table 4.1** summarizes the total building value for each jurisdiction as extracted from the Broward County Property Appraiser (and as utilized for estimating losses to hurricane wind, flood, and storm surge). **Table 4.2** shows the average just/market value of parcels in Broward County by their property type.

Table 4.1: Total Building Values for Broward County, By Type (As of September 2022)

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Coconut Creek	\$5,308,909,990	\$805,513,680	\$240,721,850	\$887,360,030	\$7,242,505,550
Cooper City	\$4,591,234,610	\$318,873,860	\$68,517,700	\$409,271,000	\$4,978,626,170
Coral Springs	\$13,067,431,720	\$1,998,948,900	\$491,146,440	\$1,106,486,350	\$16,664,013,410
Dania Beach	\$2,990,734,460	\$1,339,458,760	\$697,771,010	\$317,585,910	\$5,345,550,140
Davie	\$11,853,653,860	\$1,759,800,890	\$990,297,550	\$1,997,775,730	\$16,601,528,030
Deerfield Beach	\$7,665,862,030	\$1,294,968,150	\$1,370,437,260	\$743,783,810	\$11,075,051,250
Fort Lauderdale	\$40,280,953,900	\$10,752,834,340	\$2,272,989,410	\$3,627,783,620	\$56,934,561,270
Hallandale Beach	\$5,977,437,030	\$906,218,460	\$139,187,800	\$293,143,460	\$7,315,986,750
Hillsboro Beach	\$1,752,642,150	\$61,813,44	n/a	\$11,425,720	\$1,764,067,870
Hollywood	\$18,164,519,180	\$3,834,129,350	\$1,186,380,450	\$2,215,839,670	\$2,215,839,670
Lauderdale-By-The-Sea	\$3,037,585,970	\$255,812,280	n/a	\$19,396,310	\$3,312,794,560
Lauderdale Lakes	\$1,864,453,620	\$275,274,920	\$68,113,330	\$249,755,110	\$2,457,596,980
Lauderhill	\$4,201,226,650	\$499,780,820	\$152,189,350	\$430,646,050	\$5,283,842,870
Lazy Lake	\$11,490,720	n/a	n/a	\$174,100	\$11,664,820
Lighthouse Point	\$3,463,656,570	\$199,891,700	n/a	\$34,792,700	\$3,698,340,970
Margate	\$4,669,009,960	\$671,966,370	\$200,018,900	\$346,971,590	\$5,887,966,820
Miramar	\$12,938,283,030	\$1,516,968,730	\$983,373,570	\$1,205,410,780	\$16,644,036,110
North Lauderdale	\$2,535,258,620	\$317,307,420	\$75,602,810	\$231,044,240	\$3,159,213,090
Oakland Park	\$4,067,559,470	\$901,865,930	\$637,647,060	\$313,595,980	\$5,920,668,440
Parkland	\$7,098,143,900	\$116,627,160	\$3,280,100	\$479,324,610	\$7,697,375,770

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Pembroke Park	\$246,977,110	\$157,079,450	\$437,630,750	\$68,216,460	\$909,903,770
Pembroke Pines	\$17,822,903,010	\$2,532,946,030	\$413,564,750	\$1,673,757,640	\$22,443,171,430
Plantation	\$11,335,157,280	\$2,258,055,930	\$176,185,550	\$982,216,780	\$14,751,615,540
Pompano Beach	\$13,222,377,380	\$2,093,551,700	\$3,111,607,580	\$1,544,596,220	\$19,972,132,880
Sea Ranch Lakes	\$368,738,330	\$18,434,880	n/a	\$5,970	\$387,179,180
Southwest Ranches	\$1,972,755,640	\$51,181,950	\$9,715,730	\$579,093,920	\$2,612,747,240
Sunrise	\$7,978,446,620	\$2,679,191,270	\$730,009,370	\$1,164,328,160	\$12,117,656,630
Tamarac	\$6,122,085,300	\$673,518,680	\$307,692,710	\$362,381,480	\$7,465,678,170
Broward Municipal Services District	\$897,304,560	\$103,732,400	\$76,004,350	\$2,814,337,220	\$3,891,378,530
West Park	\$1,036,657,630	\$95,148,410	\$112,844,610	\$58,338,670	\$1,302,989,320
Weston	\$10,534,843,600	\$938,458,330	\$416,465,720	\$754,904,360	\$12,644,672,010
Wilton Manors	\$2,055,372,370	\$239,614,090	\$17,674,550	\$116,382,180	\$2,429,043,190
TOTAL	\$229,133,666,270	\$39,607,154,840	\$15,387,070,260	\$25,040,125,83	\$285,139,398,430

* "Other" building occupancy category includes agriculture, religious/nonprofit, government, and education occupancies.

Source: Broward County Property Appraiser September 2022 Tax Roll Data.

Table 4.2: Average Just Value for Broward County, By Type

Property Type	Average Just/Market Value
Vacant Residential	\$187,198
Single Family	\$391,453
Townhouse	\$247,441
Mobile Home	\$88,950
Condominium	\$178,272
Cooperative	\$149,591
Multi-Family	\$1,126,151
Vacant Commercial	\$592,312

Commercial	\$1,706,120
Vacant Industrial	\$854,391
Industrial	\$1,537,279
Agricultural	\$359,147
Institutional	\$2,849,088
Governmental	\$4,032,498
Other	\$65,108

Source: Broward County Property Appraiser 2019 Tax Roll Data

In addition to the data made readily available through Hazus-MH, some local inventory data has been integrated into the multi-jurisdictional vulnerability assessment. This also includes local tax assessor records for developed parcels in each of the municipal jurisdictions, which were utilized to estimate potential losses due to flooding events as further described under the vulnerability assessment section of the “Flood” hazard.

Critical Facilities

Critical Facilities are defined as those structures from which essential services and functions for survival, continuation of public safety actions, and disaster recovery are performed or provided. For the purposes of this document, Broward County has identified those critical facilities that have the potential for being affected by natural and human caused disasters. The identification and location of critical facilities throughout Broward County are shown in **Map 4.3**.

Population and Development Trends

According to the 2020 Census, Broward County was the second most populous county in the State of Florida, with 1,944,375 people. At the 2010 Census conducted on April 1, 2010, the population of Broward County stood at 1,748,066. The percentage population gain from 2010 to 2020 was 11.2% (an increase of 196,309 people). Population projections for Broward County were established in 2009 by a Broward County Population Forecasting Model (see **Figure 4.3**).

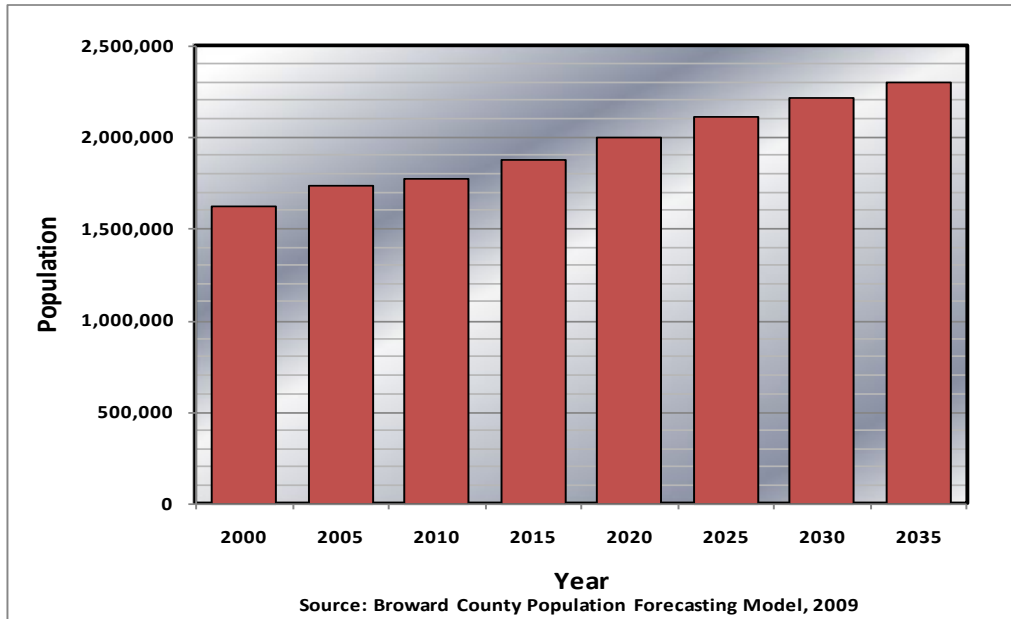
Broward County is composed of 31 Municipalities as well as the Broward Municipal Services District, also referred to as unincorporated areas. The most significant population increases between 2000 and 2010 were seen in Parkland (73%), Miramar (68%), and Weston (33%). The most significant percent change between 2010 and 2020 were seen in Parkland (45%), Lazy Lake (38%), Cooper City (21%), and Tamarac (19%). In 2020, Fort Lauderdale (182,760) and Pembroke Pines (171,178) continued as the 2 largest Municipalities in Broward County, making up 18% of the total Broward County population (see **Table 2.2**).

Potential Impact to Jurisdictions

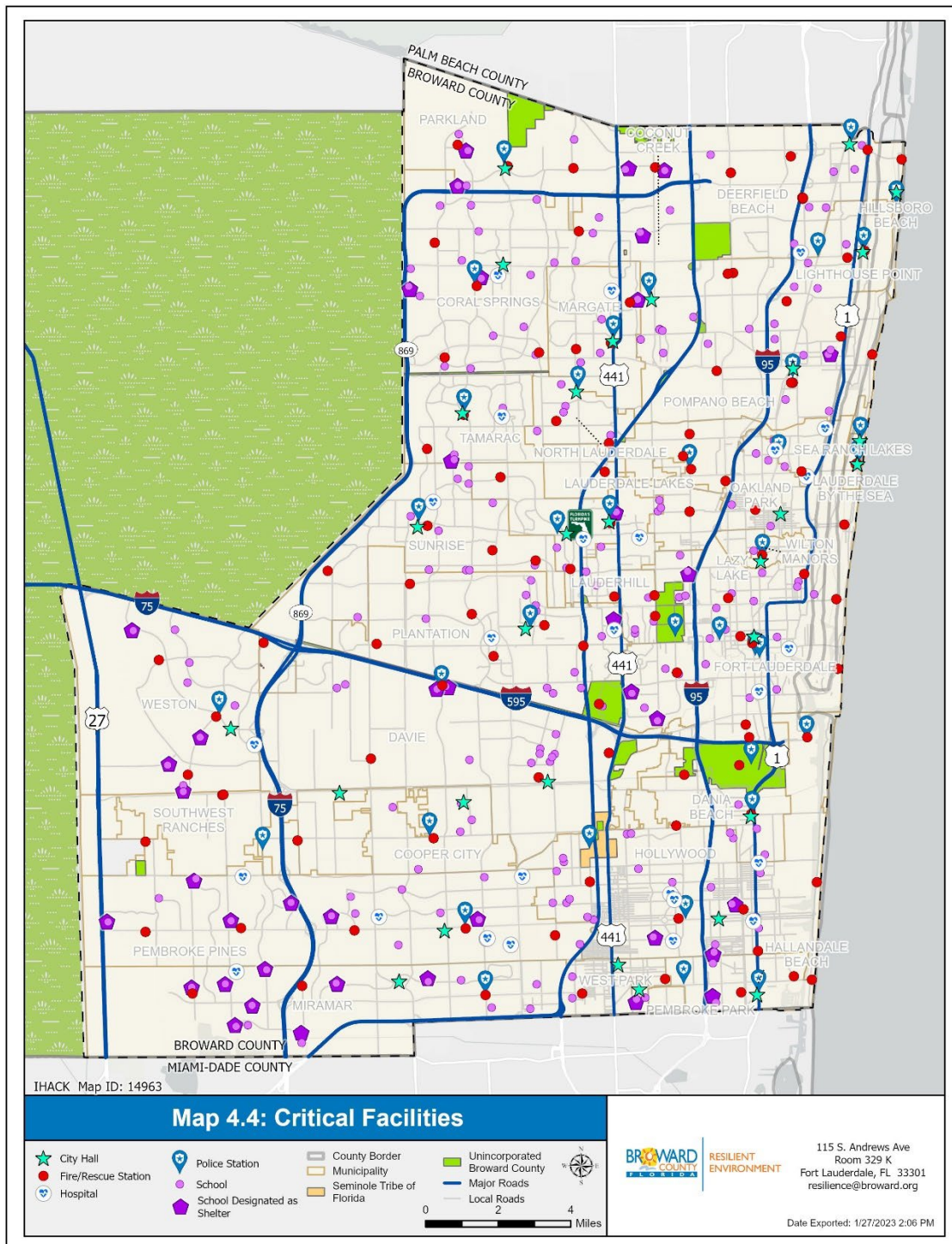
Broward County comprises 1,225 square miles. Thus, its 31 municipalities and unincorporated areas are vulnerable in varying degrees to several hazards that are identified in this update. For example, the County has 24 miles of coastline and 300 miles of inland waterways, making the coastal communities more vulnerable to the effects of Coastal Erosion and Sea Level Rise than the central and western communities. The central and western communities are potentially more

vulnerable to Wildfire, with a continuing westward expansion of development. All Broward communities are vulnerable to the hazards of Extreme Heat, Severe Storms, Tornadoes, Tropical Cyclones, Drought, Flood, Pandemic/Infectious Disease, Mass Migration, Terrorism, Active Shooter, HazMat Incident, and Cyber.

Figure 4.3: Population Projections for Broward County 2000-2035



Map 4.3: Critical Facilities



Source: Broward County GIS 2022

Hazard Vulnerability Profile for Existing and Future Land Use

This section provides information on Broward County's existing and future land use vulnerabilities to three spatially defined hazards to be addressed further in this risk assessment including storm surge from tropical cyclones, flood, and wildfire. It borrows heavily from a study performed by the Florida Department of Community Affairs (FDCA), an agency that is now defunct. Beginning in 2004, land use tabulations in relation to known hazard areas were developed by FDCA's Division of Community Planning as part of an analysis entitled, *Integrating Hazard Mitigation Planning into Comprehensive Planning: Broward County Profile*. The following data were used for the tabulations: online Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS)³, 2017 Broward County Property Appraiser / Florida Department of Revenue data, and the current Florida Department of Environmental Protection and South Florida Water Management District GIS databases and shapefiles.

This section will be revised for the next update to reflect the most recent changes based upon data from the Broward County Property Appraiser.

For the purposes of this profile, the identified hazard areas include the coastal hazards zone in relation to storm surge, hurricane vulnerability zones in relation to evacuation clearance times, flood zones in relation to the 100-year flood, and wildfire susceptible areas. More details about the hazard zones used for the tabulation are as follows:

- The Coastal Hazards Zone (CHZ) illustrates areas at risk to surge, which is comprised of the category 1 storm surge zone from NOAA Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model and the category 1 evacuation zone.
- The Hurricane Vulnerability Zone (HVZ) shows hurricane risk, which includes Category 1 to 3 Hurricane Evacuation Zones.
- FEMAs designated 100-year flood zones (i.e., A, AE, V, VE, AO, 100 IC, IN, AH) are used for flood.
- All medium-to-high risk zones from MEMPHIS for wildfire (Level 5 through Level 9).

Existing land use data was acquired from County Property Appraisers and the Florida Department of Revenue for tabulation of the total amount of acres and percentage of land in identified hazard areas, sorted by existing land use category for the Broward Municipal Services District areas. The total amount of acres and percentage of land in the identified hazards areas was tabulated and sorted by future land use category according to the local future land use map, as well as the amount of these lands listed as vacant according to existing land use. Broward County future land use data was acquired from Broward County and might not reflect changes per recent future land use amendments.

³ MEMPHIS was designed to provide a variety of hazard related data in support of the Florida Local Mitigation Strategy DMA2K revision project. It was created by Kinetic Analysis Corporation under contract with the FDCA. For more details on a particular hazard or an explanation of the MEMPHIS methodology, consult the MEMPHIS Web site (<http://lmsmaps.methaz.org/lmsmaps/index.html>).

County acreage was tabulated by existing (**Table 4.3**) and future (**Table 4.4**) land uses within the hazard areas.⁴ The results of these land use tabulations are summarized below along with some recommendations included with the FDCA study. This information was confirmed for accuracy and relevance with the Division of Forestry in July 2017.

Storm Surge from Tropical Cyclones

Table 4.3 presents the existing land uses within the surge zone. There are 14,665 acres of land within the coastal hazard zone (CHZ) and an additional 237 acres in the hurricane vulnerability zone (HVZ). These zones are primarily located on the barrier islands and inland up to a couple miles. Incorporated coastal communities occupy most of the land in these zones. Currently, 43.1% of the CHZ and 42.6% of the HVZ have single-family homes. Another major existing land use of these zones is commendably parks and conservation, with 13.0% of the CHZ and 13.9% of the HVZ used for these purposes. In addition, approximately 19% of both zones are still undeveloped. **Table 4.4** shows that of the currently vacant land in the CHZ and HVZ, 33.4% and 28.7%, respectively, are designated for future transportation uses. While future investment in transportation in these zones may increase evacuation capacities, it also will increase the taxpayer's investment in a hazardous area and subsidize future growth where the intention is to limit densities. **Table 4.4** also shows that currently vacant land is allocated for future residential use. According to the tabulations, 10.8% of the vacant property in both zones is designated for 5 dwelling units per acre and another 8.6% of the CHZ and 10.1% of the HVZ vacant acres are designated for 25 dwelling units per acre. If development occurs accordingly, it will further increase the population in the Category 1 evacuation zone and likely put more people at risk from storm surge.

Flood

Table 4.3 presents the existing land uses within the 100-year floodplain. Much of Broward County is within a flood zone. Currently, 193,965 acres are at risk from flooding, but this does not include the Everglades Conservation Area which naturally floods. Of the 193,965 acres, 64.8%, or 125,750 acres are in residential use. Also, 33,981 flood-prone acres, or 17.5%, of the floodplain, is currently undeveloped. An additional 9,934 acres besides those in the Everglades Conservation Area are designated as parks, conservation areas, and golf courses. Using flood-prone areas for parks and conservation purposes is a strong flood mitigation strategy since development can be limited in these areas and the natural hydrology left in place. Existing vacant land allows the County and municipalities an opportunity to regulate or limit development before it occurs. Of the 33,981 acres currently undeveloped in the zone, 50.2% are designated for future residential uses, as shown in Table 4.4. Another 3,177 acres are designated for commercial use while an additional 1,260 vacant acres are designated for community facilities. Transportation and right-of-way future land uses are designated towards 14.2% of existing undeveloped land. This is a lot of development that is currently allowable within the 100-year floodplain. With proper mitigation designed into these structures and roads, much of the development can occur without increasing the vulnerability of the County to flood losses. However, alterations to the natural hydrology often have unforeseen impacts if mitigation occurs in a piece-meal fashion rather than looking at system-wide drainage impacts.

⁴ Note: The Everglades Conservation Area is not included in the following land use tabulations.

Wildfire

Because of climate change, Wildfire poses an increased risk to Broward County, particularly in the less developed areas to the west. The data included in Table 4.3 represents the still current Wildfire vulnerability profile for the county. Revised data will be included in the next ELMS update.

Table 4.3 presents the land uses associated with high-risk wildfire zones. Small wildfire-prone areas are found throughout the County, although there is a concentration along Route 27. Single-family homes are found in 46.9% of the wildfire susceptible acres, generally scattered in isolated areas south of Highway 75 and east of Route 27. These homes are most likely very vulnerable to a wildfire since single-family residential neighborhoods on the outskirts of urban areas typically have a lot of vegetation that can allow a fire to spread between homes. Another 24% of the wildfire risk areas, or 1,628 acres, are currently conserved and special attention should be paid to maintaining wildfire fuel levels through prescribed burning or mechanical means in these areas. Another 875 acres are currently undeveloped. Vacant lands often can add to wildfire risk since wildfire fuel levels are not typically maintained. Of the undeveloped land, Table 4.4 shows that 19.1% is designated for future residential estates and 12.6% is designated for rural ranches. When development does occur on these lands, wildfire mitigation techniques for neighborhood design should be encouraged as well as education of homeowners about maintaining defensible space.

Table 4.3: Total County Acres in Hazard Areas by Existing Land Use Category

Existing Land Use Category		Coastal Hazard Zone	Hurricane Vulnerability Zone	Flood Zones	Wildfire Susceptible Areas
Agriculture	Acres	85.8	150.1	5,446.3	832.0
	%	0.49%	0.68%	2.88%	3.54%
Attractions, Stadiums, Lodging	Acres	144.8	295.6	509.1	2.9
	%	0.82%	1.33%	0.27%	0.01%
Places of Worship	Acres	45.3	117.2	1,678.6	187.1
	%	0.26%	0.53%	0.89%	0.80%
Commercial	Acres	615.2	1,224.4	9,445.8	370.4
	%	3.49%	5.51%	5.00%	1.58%
Government, Institutional, Hospitals, Education	Acres	2,170.2	1,116.4	14,097.4	1,900.2
	%	12.32%	5.02%	7.47%	8.10%
Industrial	Acres	249.0	302.8	5,803.5	271.2
	%	1.41%	1.36%	3.07%	1.16%
Parks, Conservation Areas, Golf Courses	Acres	2,643.1	2,633.0	9,676.3	743.7
	%	15.00%	11.85%	5.12%	3.17%
Residential Group Quarters, Nursing Homes	Acres	5.9	7.1	337.0	0.2
	%	0.03%	0.03%	0.18%	0.00%
Residential Multi-Family	Acres	174.5	853.8	5,673.1	183.0
	%	0.99%	3.84%	3.00%	0.78%
	Acres	182.7	279.0	2,701.5	61.0

Existing Land Use Category		Coastal Hazard Zone	Hurricane Vulnerability Zone	Flood Zones	Wildfire Susceptible Areas
Residential Mobile Home, or Commercial Parking Lot	%	1.04%	1.25%	1.43%	0.26%
Residential Single-Family	Acres	1,577.1	5,264.2	32,778.4	2,635.8
	%	8.95%	23.68%	17.36%	11.23%
Submerged Lands (Water Bodies)	Acres	3,181.1	1,966.1	16,171.3	2,345.7
	%	18.05%	8.84%	8.56%	9.99%
Transportation, Communication, Rights-of-Way	Acres	2,157.8	1,972.1	24,255.1	1,997.5
	%	12.25%	8.87%	12.85%	8.51%
Utility Plants and Lines, Solid Waste Disposal	Acres	232.4	15.9	8,732.3	6,836.9
	%	1.32%	0.07%	4.62%	29.13%
Vacant	Acres	221.8	122.9	4,994.7	178.5
	%	1.26%	0.55%	2.65%	0.76%
All Others	Acres	701.2	907.5	18,827.5	2,795.3
	%	3.98%	4.08%	9.97%	11.91%
No Data	Acres	3,233.6	5,000.9	27,688.5	2,130.6
	%	18.35%	22.50%	14.66%	9.08%
TOTAL	Acres	17,621.5	22,229.0	188,816.4	23,472.2
	%	100.00%	100.00%	100.00%	100.00%

Source: Broward County Property Appraiser GIS July 2017 Data, Broward County Property Appraiser GIS, Florida Regional Planning Councils and Florida Division of Emergency Management, Broward County GIS, FEMA National Flood Hazard Layer, Southern Wildfire Risk Assessment

Table 4.4: Total and Undeveloped Acres in Hazard Areas by Future Land Use Category

Future Land Use Category		Coastal Hazard Zone		Hurricane Vulnerability Zone		Flood Zones		Wildfire Susceptible Areas	
		Total	Undev.	Total	Undev.	Total	Undev.	Total	Undev.
Activity Center	Acres	949.2	340.0	1415.8	794.4	11498.5	6718.0	884.9	390.3
	% of Total	5.4%	4.9%	6.4%	7.1%	6.1%	7.3%	3.8%	5.3%
Agricultural	Acres	77.9	0.0	0.0	0.0	9686.1	959.8	7989.9	518.0
	% of Total	0.4%	0.0%	0.0%	0.0%	5.1%	1.0%	34.0%	7.0%
Commerce	Acres	1386.3	889.0	1681.4	1086.8	24230.8	16386.7	1338.6	862.2
	% of Total	7.9%	12.9%	7.6%	9.7%	12.8%	17.9%	5.7%	11.6%
Commercial Recreation	Acres	312.8	281.6	357.1	307.0	4169.6	2235.6	0.0	0.0
	% of Total	1.8%	4.1%	1.6%	2.7%	2.2%	2.4%	0.0%	0.0%
Community	Acres	314.0	190.3	499.3	385.1	7055.3	5911.2	937.5	890.8
	% of Total	1.8%	2.8%	2.2%	3.4%	3.7%	6.4%	4.0%	12.0%

Future Land Use Category		Coastal Hazard Zone		Hurricane Vulnerability Zone		Flood Zones		Wildfire Susceptible Areas	
		Total	Undev.	Total	Undev.	Total	Undev.	Total	Undev.
Conservation - Natural Reservations	Acres	1681.5	214.0	1518.8	223.2	4218.1	674.6	1172.5	156.6
	% of Total	9.5%	3.1%	6.8%	2.0%	2.2%	0.7%	5.0%	2.1%
Conservation - Reserve Water Supply Area	Acres	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	% of Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Electrical Generation Facility	Acres	501.5	255.3	59.4	53.7	561.7	313.5	0.0	0.0
	% of Total	2.8%	3.7%	0.3%	0.5%	0.3%	0.3%	0.0%	0.0%
Estate (1) Residential	Acres	30.6	2.8	0.0	0.0	13515.7	8919.2	554.0	255.1
	% of Total	0.2%	0.0%	0.0%	0.0%	7.2%	9.7%	2.4%	3.4%
High (50) Residential	Acres	184.0	61.4	794.0	199.4	1070.5	318.9	0.0	0.0
	% of Total	1.0%	0.9%	3.6%	1.8%	0.6%	0.3%	0.0%	0.0%
Irregular Residential	Acres	160.5	4.7	30.3	2.2	20689.9	6677.7	2731.2	711.3
	% of Total	0.9%	0.1%	0.1%	0.0%	11.0%	7.3%	11.6%	9.6%
Low (2) Residential	Acres	53.3	29.2	93.3	66.0	3366.3	1099.0	1053.3	218.2
	% of Total	0.3%	0.4%	0.4%	0.6%	1.8%	1.2%	4.5%	2.9%
Low (3) Residential	Acres	1778.1	413.7	2699.4	1282.6	12859.2	5083.9	1155.8	319.0
	% of Total	10.1%	6.0%	12.1%	11.5%	6.8%	5.5%	4.9%	4.3%
Low (5) Residential	Acres	3188.8	1214.9	5257.2	3326.6	26515.3	12498.9	182.7	38.7
	% of Total	18.1%	17.6%	23.6%	29.7%	14.0%	13.6%	0.8%	0.5%
Low-Medium (10) Residential	Acres	283.0	81.6	356.2	234.8	7476.2	3197.6	200.5	39.3
	% of Total	1.6%	1.2%	1.6%	2.1%	4.0%	3.5%	0.9%	0.5%
Medium (16) Residential	Acres	374.8	81.8	1068.9	519.8	6972.1	3015.5	6.4	0.0
	% of Total	2.1%	1.2%	4.8%	4.6%	3.7%	3.3%	0.0%	0.0%
Medium-High (25) Residential	Acres	806.0	110.7	2029.3	597.3	3742.8	1150.9	0.0	0.0
	% of Total	4.6%	1.6%	9.1%	5.3%	2.0%	1.3%	0.0%	0.0%
Mining	Acres	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	% of Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Palm Beach County Rural Residential-10	Acres	0.0	0.0	0.0	0.0	112.7	37.0	0.0	0.0
	% of Total	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
Recreation and Open Space	Acres	1590.4	984.1	1409.6	852.5	10026.6	7235.7	1174.1	997.7
	% of Total	9.0%	14.3%	6.3%	7.6%	5.3%	7.9%	5.0%	13.4%
Rural Estates	Acres	0.0	0.0	0.0	0.0	1348.1	910.0	637.6	391.4
	% of Total	0.0%	0.0%	0.0%	0.0%	0.7%	1.0%	2.7%	5.3%
Rural Ranches	Acres	0.0	0.0	0.0	0.0	5318.6	3988.3	2296.1	1639.0

Future Land Use Category		Coastal Hazard Zone		Hurricane Vulnerability Zone		Flood Zones		Wildfire Susceptible Areas	
		Total	Undev.	Total	Undev.	Total	Undev.	Total	Undev.
	% of Total	0.0%	0.0%	0.0%	0.0%	2.8%	4.3%	9.8%	22.1%
Transportation	Acres	2122.8	1624.5	1702.8	1136.4	11334.4	4243.0	928.5	0.0
	% of Total	12.0%	23.6%	7.7%	10.2%	6.0%	4.6%	4.0%	0.0%
Water	Acres	1825.9	109.0	1256.1	114.7	3022.1	115.1	228.6	0.0
	% of Total	10.4%	1.6%	5.7%	1.0%	1.6%	0.1%	1.0%	0.0%
TOTAL	Acres	17621.5	6888.5	22229.0	11182.7	188790.5	91690.1	23472.2	7427.4
	% of Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Source: Broward County Property Appraiser GIS July 2017 Data, Broward County Property Appraiser GIS, Florida Regional Planning Councils and Florida Division of Emergency Management, Broward County GIS, FEMA National Flood Hazard Layer, Southern Wildfire Risk Assessment

Small wildfire-prone areas are found throughout the County, although there is a concentration along Route 27. Single-family homes are found in 46.9% of the wildfire susceptible acres, generally scattered in isolated areas south of Highway 75 and east of Route 27. These homes are most likely very vulnerable to a wildfire since single-family residential neighborhoods on the outskirts of urban areas typically have a lot of vegetation that can allow a fire to spread between homes. Another 24% of the wildfire risk areas, or 1,628 acres, are currently conserved and special attention should be paid to maintaining wildfire fuel levels through prescribed burning or mechanical means in these areas. Another 875 acres are currently undeveloped. Vacant lands often can add to wildfire risk since wildfire fuel levels are not typically maintained. Of the undeveloped land, 19.1% is designated for future residential estates and 12.6% is designated for rural ranches. When development does occur on these lands, wildfire mitigation techniques for neighborhood design should be encouraged as well as education of homeowners about maintaining defensible space.

Major Disaster Declarations

Prior to determining the potential hazards of most significant concern for Broward County, it is also helpful to review past major disaster declarations that have impacted the area. Major disasters are declared by the President of the United States when the magnitude of a disaster event is of such severity and magnitude that effective response is beyond the capabilities of the State and the local governments. In these cases, eligible applicants may apply for a wide range of federal disaster assistance that include funds for public assistance, individual assistance, and hazard mitigation assistance.

Since 1965, Broward County has received 21 presidential disaster declarations for hurricane, flood, wildfire, tornado, and freeze events as listed in **Table 4.5**. Please note that this listing does not include all federal, state, or local emergency declarations issued for smaller, less damaging disaster events that did not warrant a presidential declaration.

Table 4.5: Presidential Disaster Declarations for Broward County (1965–2022)

Event	Declaration Date	Declaration Number
Hurricane Betsy	09/14/1965	FEMA-209-DR
Freeze	03/15/1971	FEMA-304-DR
Hurricane Andrew	08/24/1992	FEMA-955-DR
Tornadoes, Flooding, High Winds & Tides, Freezing	03/22/1993	FEMA-982-DR
Severe Storms, High Winds, Tornadoes, and Flooding	02/20/1998	FEMA-1204-DR
Severe Storms, High Winds, Tornadoes, and Flooding	03/09/1998	FEMA-1195-DR
Extreme Fire Hazard	06/18/1998	FEMA-1223-DR
Hurricane Irene	10/20/1999	FEMA-1306-DR
Heavy Rains and Flooding	10/04/2000	FEMA-1345-DR
Severe Freeze	02/06/2001	FEMA-1359-DR
Hurricane Charley and Tropical Storm Bonnie	08/13/2004	FEMA-1539-DR
Hurricane Frances	09/04/2004	FEMA-1545-DR
Hurricane Jeanne	09/26/2004	FEMA-1561-DR
Hurricane Katrina	08/28/2005	FEMA-1602-DR
Hurricane Wilma	10/24/2005	FEMA-1609-DR
Tropical Storm Fay	8/21/2008	FEMA-3288-DR
Hurricane Matthew	11/04/2016	FEMA-4283-DR
Hurricane Dorian	10/21/2019	FEMA-4468-EM

Covid-19-Pandemic	03/25/2020	FEMA-4486-DR
Hurricane Isaias	08/01/2020	FEMA-3533-EM
Hurricane Ian	11/10/2022	FEMA-4673-DR
Hurricane Nicole	12/13/2022	FEMA-4680-DR

Hazards of Most Significant Concern for Broward County

Each of the initially identified hazards was studied for their potential impact on Broward County as well as in terms of the availability of hazard mitigation strategies to reduce that impact. Best available data on historical occurrences, the geographic location and extent as well as the probability of future occurrences were collected and reviewed as part of the hazard identification process.

Hazard Identification

Broward County is vulnerable to a wide range of natural and human caused hazards that threaten life and property. FEMA's current regulations and guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of human-caused hazards (i.e., technological hazards, terrorism) is encouraged, though not required for plan approval.

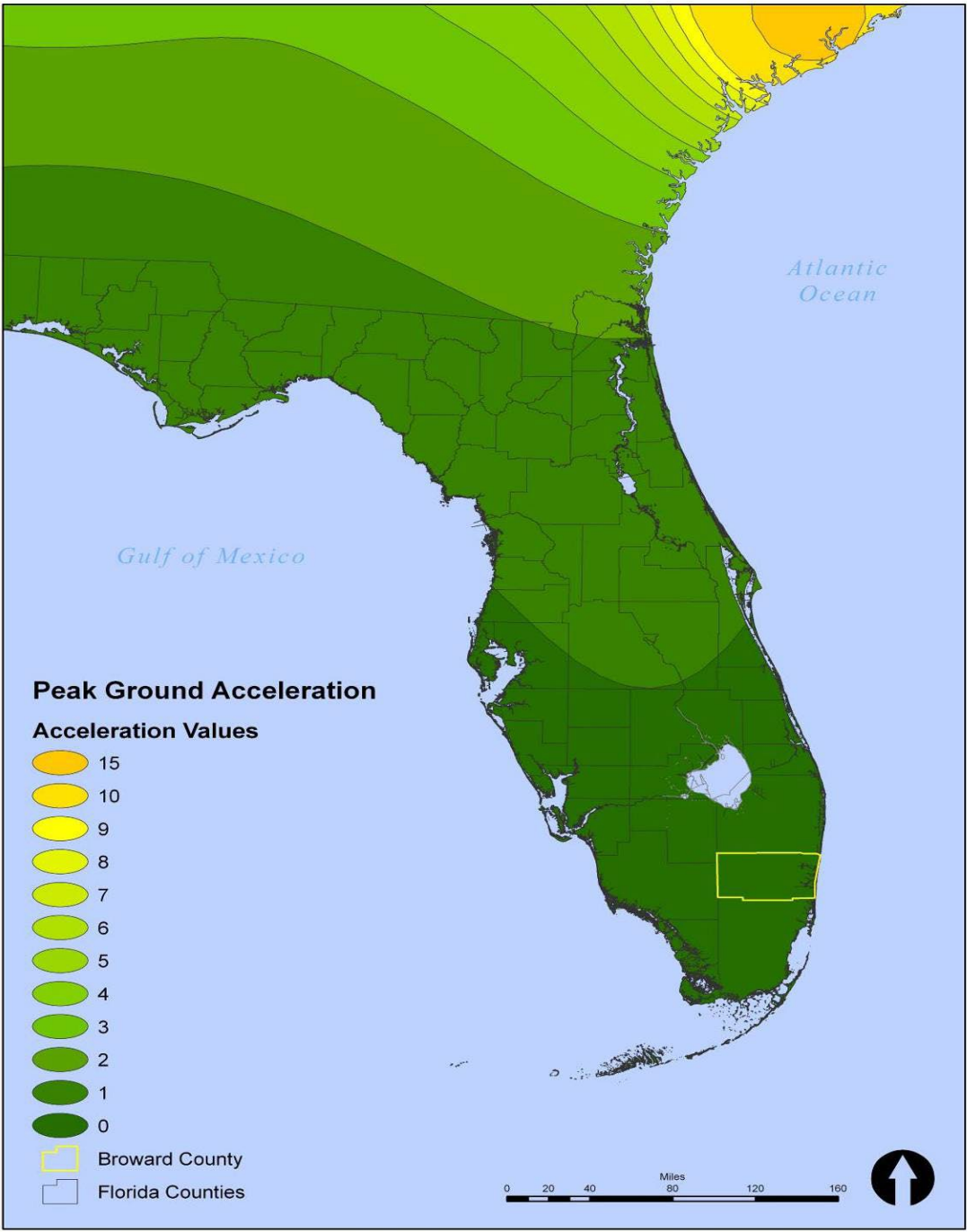
Table 4.6: Most Significant Hazards of Concern for Broward County

Natural Hazards	Human Caused Hazards
Atmospheric ☒ Extreme Heat ☐ Freeze ☐ Lightning ☒ Severe Thunderstorm ☒ Tornado ☒ Tropical Cyclone (Storms and Hurricanes) ☐ Winter Storm Hydrologic ☒ Coastal Erosion ☒ Drought ☒ Flood ☐ Rip Current ☒ Sea Level Rise/Climate Change Geologic ☐ Earthquake ☐ Expansive Soils ☐ Sinkhole / Land Subsidence ☐ Tsunami ☐ Volcano Other ☒ Wildfire	Biological ☐ Agricultural Disease ☒ Pandemic/Infectious Disease Societal ☐ Civil Disturbance ☒ Mass Migration ☒ Terrorism ☒ Active Shooter Technological ☒ Cyber ☐ Dam / Levee Failure ☒ Hazardous Material Incident ☐ Nuclear Power Plant Accident ☐ Structural Fire

Table 4.7: Hazards Excluded from Further Analysis

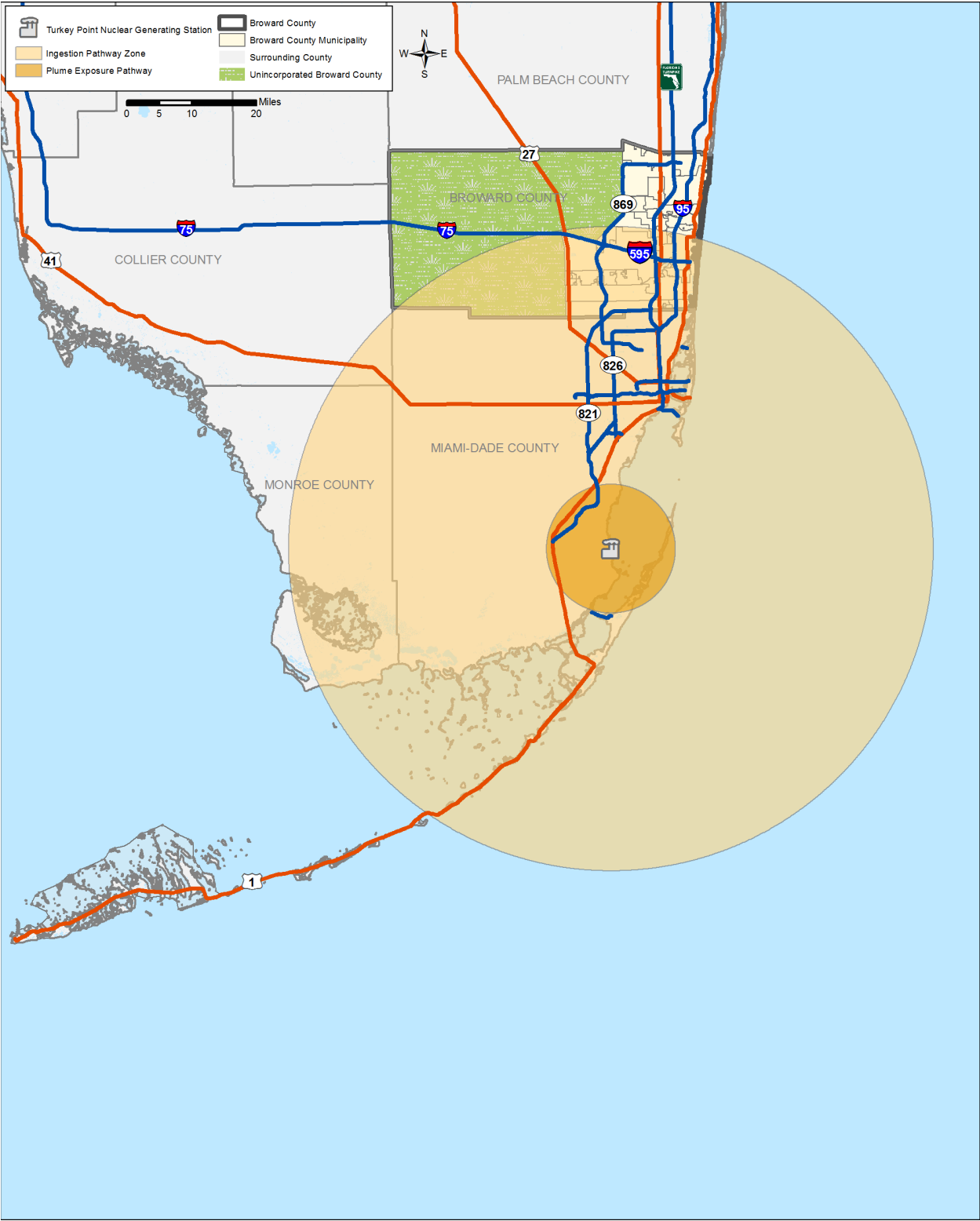
Hazard	Reasons for Exclusion
Freeze	Deep freezes do occasionally occur in South Florida; however, these events cause minimal impact outside of agricultural losses and related economic industries (including commercial nurseries). Due to widespread urban development and minimal agricultural land uses in Broward County, historical crop damages due to freezes are minimal in comparison to other areas in Florida.
Winter Storm	South Florida is not at risk to winter storms (including snow, ice, sleet, and blizzard conditions).
Earthquake	Broward County is located well outside of any areas identified by the United States Geological Survey as having seismic risk (see Map 4.5). The peak ground acceleration (PGA) with a 10% probability of exceedance in 50 years for Broward County is 0% gravity (g) (lowest potential for seismic ground shaking events). FEMA recommends that earthquakes only be further evaluated for mitigation purposes in areas with a PGA of 3% g or more.
Expansive Soils/Land Subsidence	South Florida is not at risk to expansive soils. Based on its soil type, there is no potential for ground swelling and associated property damages in Broward County.
Tsunami	Extremely rare, small events are possible along the eastern shoreline of Broward County, but the impact would likely be minimal. Further, the vulnerability of coastal assets to tsunami inundation is lessened through ongoing hurricane storm surge mitigation practices.
Volcano	Volcanoes are not located anywhere near Broward County.
Agricultural Disease	Due to widespread urban development and minimal agricultural land uses in Broward County, agricultural disease is not a significant hazard of concern for Broward County. Although some residents do have citrus trees on their property that are susceptible to citrus canker, the Florida Department of Agriculture has an aggressive program in place for the cutting down and removal of infected trees.
Civil Disturbance	There have been no recorded instances of large, unlawful civil disturbances in Broward County that have exceeded the ability of existing law enforcement resources and partnering agencies to suppress and control. Aside from existing operations planning and ongoing security preparedness efforts, there is little that may be done in terms of hazard mitigation.
Dam / Levee Failure	According to the U.S. Army Corps of Engineers and the FEMA National Dam Safety Program, there are no identified dams or levees which pose a high or intermediate hazard to Broward County. The Broward County portion of the East Coast Protective Levee was accredited in September 2013. Although not included as a significant hazard of concern, future analysis should be done on the impact of dam / levee failure.
Nuclear Power Plant Accident	Broward County is located outside of the Plume Exposure Pathway (10-mile radius) of the Turkey Point Nuclear Power Generating Station (located in Miami-Dade County) in which shelter and/or evacuation would likely be the principal immediate protective actions against accidental releases of radiological plumes (see Map 4.6). Portions of Broward County are in the Ingestion Pathway Zone (50-mile radius) but in the event of an accident, impacts are likely to be limited to serving as a host to evacuees from Miami-Dade County.
Structural Fire	The structural fire hazard is more appropriately and adequately addressed through statewide and local fire safety standards and codes, in addition to the continuous planning, training, and routine operation of local firefighting services.
*** Lightning	Lightning is a weather hazard of importance and extensive cautionary messaging is produced from the National Weather Services and local television venues during storms and rain events. Although not included as significant hazard of concern, more in-depth analysis was done on lighting in hazards assessment.
*** Rip Currents	Rip currents are a risk of importance and cautionary messaging is produced from the National Weather Services and local television venues. Although not included as significant hazard of concern, more in-depth analysis was done on rip currents in hazards assessment.

Map 4.4: Peak Ground Acceleration for Earthquake Risk



Source: 2017 Broward County ELMS, verified 2022

Map 4.5: Turkey Point Nuclear Power Plant Emergency Planning Zones



Source: 2017 Broward County GIS, Florida Department of Emergency Management, verified 2022.

Natural Hazards and Human Caused Hazards

Natural hazards have the potential to threaten lives and cause costly damages to the built environment. Natural hazards are the largest single contributor to catastrophic or repetitive damage to communities in Broward County. This section includes the natural hazards that pose the greatest risk in Broward County. Natural hazards are categorized as atmospheric, hydrologic, geologic, and other (i.e., wildfire). Hazards are listed alphabetically by category. An addition to the enhanced LMS plan is the inclusion of sea level rise/climate change as a natural hazard. While this warrants its own subsection under “Hydrologic Hazards”, it has far ranged impacts that are discussed in the “Probability of Future Events” sections of other hazards that will be impacted such as drought, hurricane wind, flood, and wildfire. Broward County’s list of projects to mitigate hazards may be found in Appendix C. In the project list, tropical cyclones (hurricanes and tropical storms), thunderstorms, and tornadoes are all listed as “Wind” events.

Human caused hazards also have the potential to threaten life, health and safety for the residents and businesses of Broward County. These include biological, societal, and technological hazards. A listing of these hazards and the potential impact to Broward County is described in this section.

Hazards Locations

Broward County has experienced multiple natural hazards among its 31 municipalities and unincorporated areas. These hazards primarily include tropical cyclones and tornadoes and, more recently, extreme heat.

While a tropical cyclone is expected and thus provides the opportunity for advance preparedness and, if necessary, evacuation planning and execution, another natural hazard, tornado, does not. In September 2022, a tornado that was spawned by Hurricane Ian when it made landfall in the Fort Myers area on the West Coast, struck the suburb of Pembroke Pines and caused minor to moderate damage to businesses and the general aviation North Perry airport.

In recent years, the increased severity of extreme heat has impacted the urban areas of Broward County, specifically Fort Lauderdale.

Atmospheric Hazards

For the purposes of this vulnerability assessment atmospheric hazards are events or incidents that are associated with weather generated phenomenon. Atmospheric hazards included in this section are extreme heat, lightning, severe thunderstorm (hail and wind), tornado, and tropical cyclone.

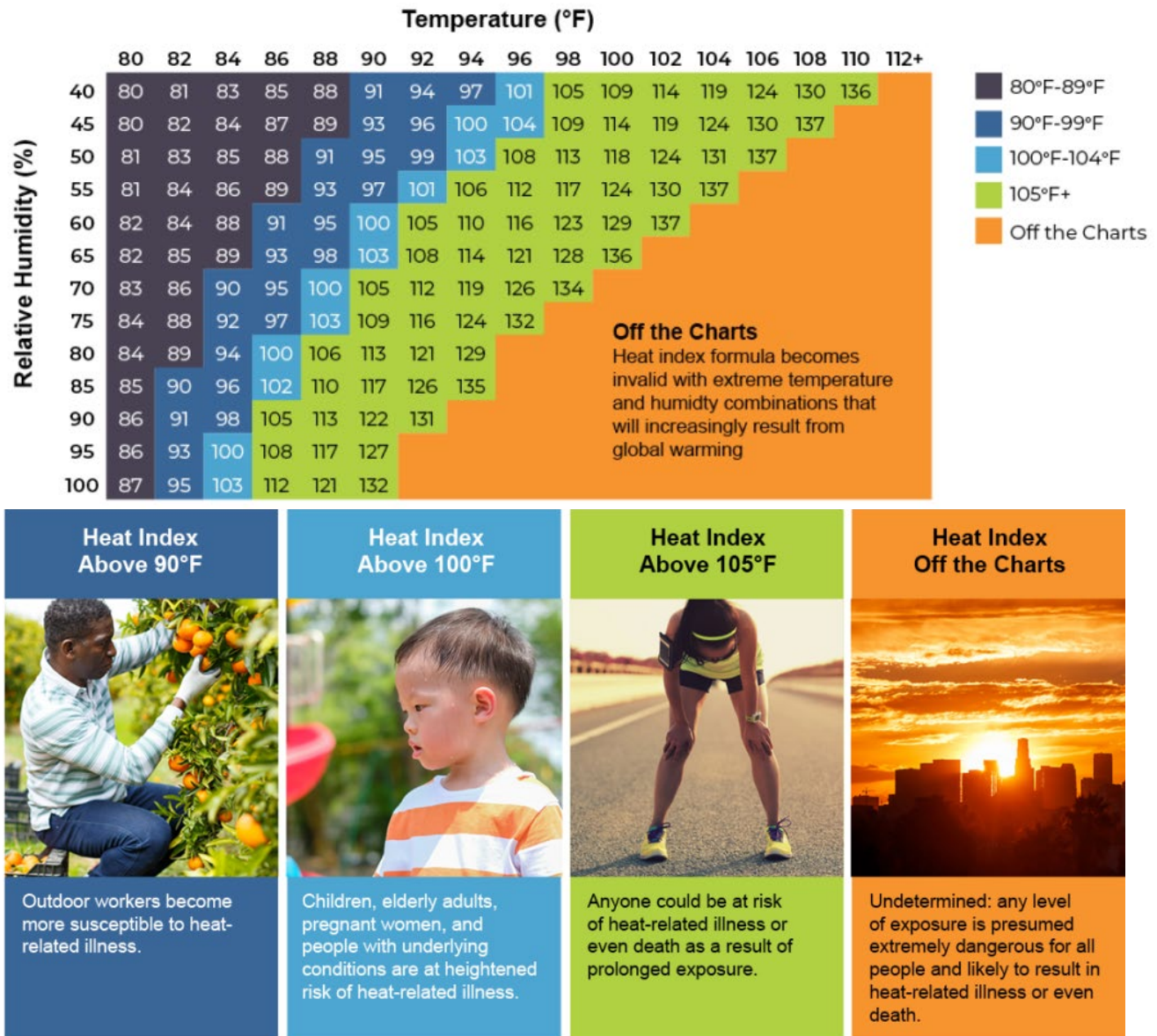
Extreme Heat

Background

Since the 2017 ELMS update, Broward County has experienced increased vulnerability of this hazard. Expanded development in terms of residential and commercial construction is a contributing factor, with the greatest concentration of Extreme Heat in the eastern section of the

county (see *Location and Spatial Extent, Vulnerability Assessment*). Each year, heat is the leading cause of weather-related deaths in the United States (NOAA, 2022). Extreme heat is generally referred to as temperatures that are approximately 10 degrees or more above the average high temperature and is also defined by FEMA as high temperatures elevated above 90°F combined with high humidity lasting for a period of at least 24 to 72 hours. These conditions can limit the body's ability to regulate its temperature and can result in heat related illnesses such as heat rash, heat cramps, heat exhaustion and heat stroke. Young children, the elderly, and persons with preexisting conditions are most at risk along with outdoor workers, and persons with limited mobility or finances (See Figure X1 on heat index and health impacts below). Extreme heat can also impact our natural and built environment, threatening critical assets such as our railway systems and the power grid. As the earth warms and the climate changes in response to heightened atmospheric concentrations of greenhouse gases (GHG's), elevated temperatures, changing wind and heat circulation patterns, and increases in moisture and humidity all contribute to shifts in extreme heat observed. (The Centers for Disease Control and Prevention, and The American Public Health Association, "EXTREME HEAT CAN IMPACT OUR HEALTH IN MANY WAYS".)

Figure 4.4: Heat Index & Health Impacts at a Glance



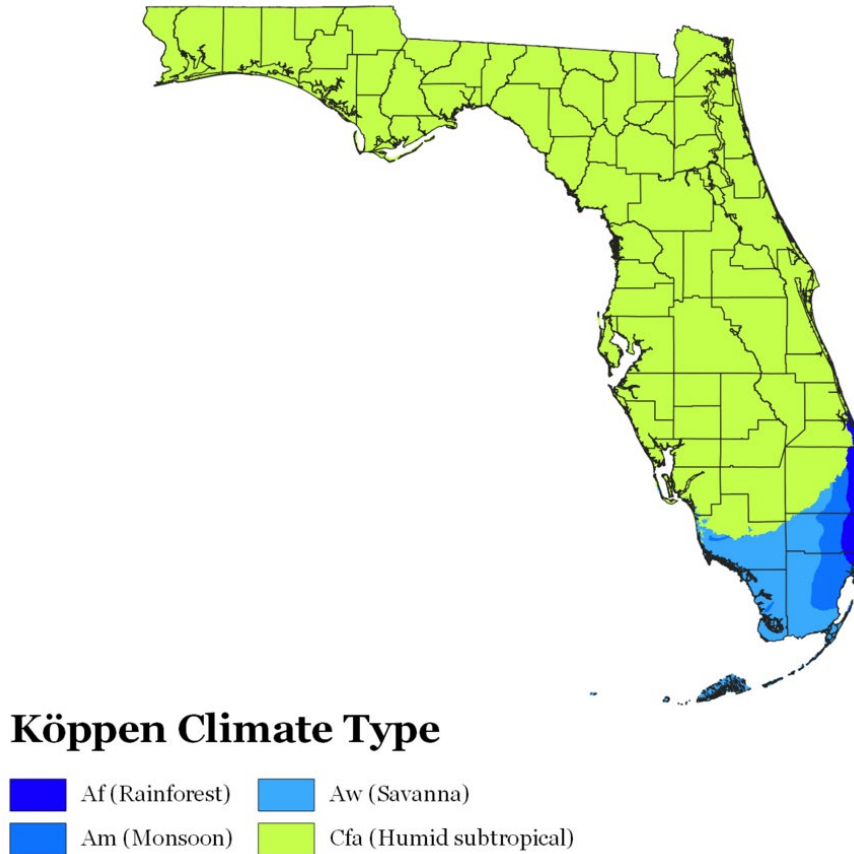
Sources: Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days. Union of Concerned Scientists (2019), and the Southeast Florida Regional Compact (2022)

The heat index is an accurate measure of how hot it really feels when relative humidity is combined with the air temperature and has important considerations for the human body's comfort (NWS, 2022). In very humid conditions, when the air temperature exceeds 90°F, the heat index can approach or reach 'off the charts levels' (when it feels hotter than approximately 135°F), which is presumed extremely dangerous for all people and likely to result in heat-related illness or even death.

Location and Spatial Extent

Broward County (1224.70 mi²) has a developed area bound by the Atlantic Ocean to the east and the Everglades to the west, where its conservation area is located. Broward County ($\approx 26.1525^{\circ}$ N, 80.4869° W) is located within the subtropical climate zone and experiences all four Köppen climate types found in Florida with most of the developed area identified as rainforest or monsoon types (AF or AM respectively), while the conservation area has mainly a savanna climate with a small northwestern area having a humid subtropical climate type (Aw and Cfa respectively; See Figure X2 and Table X1). Because of its climate, the entire County has been historically vulnerable to extreme heat events. Broward has an extensive network of waterbodies (see Figure X3) which can generate a localized cooling effect during extreme heat events due to water's high specific heat capacity which enables it to heat up and cool down much slower than land. When a waterbody is cooler than the adjacent land, several heat transfer mechanisms can facilitate a cooling effect on the land such as a surface-air temperature gradient over a waterbody generating a pull on the heat energy above the adjacent land. However, as waterbodies heat up in response to a warmer climate and more extended periods of extreme heat, waterbodies can drive increases in relative humidity via evaporation from its surface, which can increase the heat index or how hot it feels. Because of Broward County's subtropical latitude, the area is exposed to easterly trade winds that move west. While these winds can diminish the impacts of extreme heat, they can also drive warmer oceanic surface water west towards Broward's east coast. Broward's low-lying topography has few natural sources of shade: cloud cover and tree canopy cover (generally denser in western communities). Broward County is exposed to the urban heat island (UHI) effect where urbanized areas with more dense buildings, roads, infrastructure, and other impervious surfaces experience higher temperatures than outlying areas with more natural landscapes. This is largely due to the lower solar reflectance of impervious materials than that of vegetation. Generally, Broward County is more built up in the east, where UHIs can exacerbate extreme heat.

Figure 4.5: Köppen Climate Types of Florida



Source: 1991-2020 climate normal from PRISM Climate Group, Oregon State University, <https://prism.oregonstate.edu.edu>;
Outline map from US Census Bureau

Table 4.8: Classification of major climatic types according to the modified Köppen-Geiger scheme

Classification of major climatic types according to the modified Köppen-Geiger scheme			
Letter Symbol			Criterion
1 st	2 nd	3 rd	
A			temperature of coolest month 64.4 °F (18 °C) or higher
	f		precipitation in driest month at least 2.36" (60 mm)

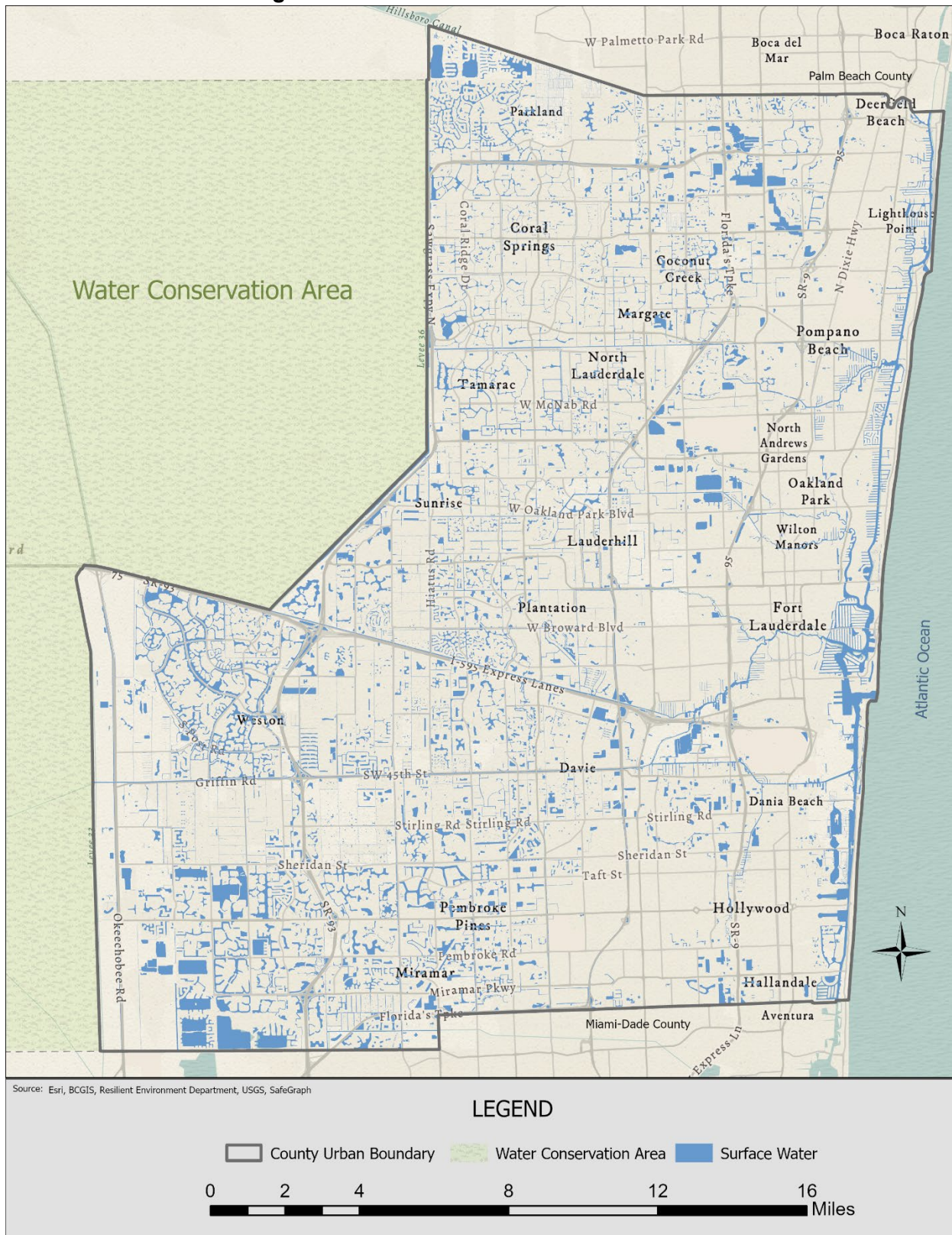
	m		precipitation in driest month $< 2.36''$ (60mm) but $\geq 100 - (r/25)^*$
	w		precipitation in driest month $< 2.36''$ (60mm) and $< 100 - (r/25)$
B2			70% or more of annual precipitation falls in the summer 1/2 of the year and r less than $20t + 280$, or 70% or more of annual precipitation falls in the winter 1/2 of the year & r less than $20t$, or neither 1/2 of the year has 70% or more of annual precipitation and $r < 20t + 140$ 3
	W		r is $< 1/2$ of the upper limit for classification as a B type (see above)
	S		r is $< 1/2$ of the upper limit for classification as a B type but is $> 1/2$ of that amount
		h	$t \geq 64.4^\circ\text{F}$ (18°C)
		k	$t < 64.4^\circ\text{F}$ (18°C)
C			temperature of the warmest month $\geq 50^\circ\text{F}$ (10°C), & temperature of coldest month $< 64.4^\circ\text{F}$ (18°C) but $> 26.6^\circ\text{F}$ (-3°C)
	s		precipitation in the driest month of the winter 1/2 of the year $< 1.2''$ (30 mm) & $< 1/3$ of the amount in the wettest month of the winter half
	w		precipitation in the driest month of the winter 1/2 of the year $< 1/10$ of the amount in the wettest month of the summer half
	f		precipitation more evenly distributed throughout year; criteria for neither s nor w satisfied
		a	temperature of warmest month $\geq 71.6^\circ\text{F}$ (22°C)
		b	temperature of each of four warmest months 50°F (10°C) or above but warmest month $< 71.6^\circ\text{F}$ (22°C)
		c	temperature of one to three months 50°F (10°C) or above but warmest month $< 71.6^\circ\text{F}$ (22°C)
D			temperature of warmest month $\geq 10^\circ\text{C}$, & temperature of coldest month = 26.6°F (-3°C)
	s		same as for type C
	w		same as for type C

	f		same as for type C
		a	same as for type C
		b	same as for type C
		c	same as for type C
		d	temperature of coldest month $< -36.4^{\circ}\text{F}$ (-38°C), D designation then used instead of a, b, or C)
E			temperature of warmest month $< 50^{\circ}\text{F}$ (10°C)
		T	temperature of warmest month $> 32^{\circ}\text{F}$ (0°C) but $< 50^{\circ}\text{F}$ (10°C)
		F	temperature of warmest month 32°F (0°C) or below
H4			temperature & precipitation characteristics highly dependent on traits of adjacent zones & overall elevation – highland climates may occur at any latitude

Source: <https://www.britannica.com/science/Koppen-climate-classification>

*In the formulas above, r is average annual precipitation total (mm), and t is average annual temperature $^{\circ}\text{F}$ ($^{\circ}\text{C}$). All other temperatures are monthly means $^{\circ}\text{F}$ ($^{\circ}\text{C}$), and all other precipitation amounts are mean monthly totals (mm).²Any climate that satisfies the criteria for designation as a B type is classified as such, irrespective of its other characteristics.³The summer half of the year is defined as the months April–September for the Northern Hemisphere and October–March for the Southern Hemisphere.⁴Most modern climate schemes consider the role of altitude. The highland zone has been taken from G.T. Trewartha, *An Introduction to Climate*, 4th ed. (1968).*

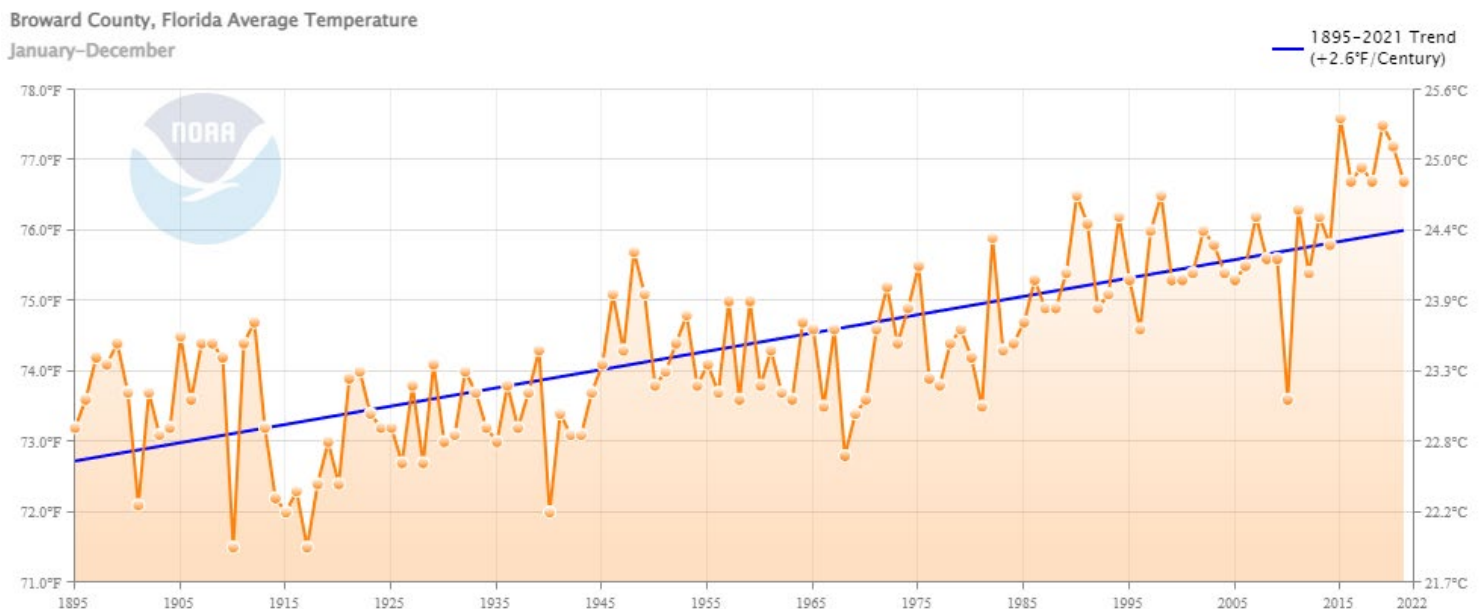
Figure 4.6: Waterbodies & Surface Water Features



Observed Temperature

Global and local temperatures fluctuate in response to seasonal changes, astrological and geological events, and recurring oceanic and atmospheric phenomena such as El Niño and La Niña. Over the past century, the average temperature, minimum temperature, and maximum temperature in Broward County have all increased. Minimum temperature has demonstrated the most accelerated increase at a rate of $+3.1^{\circ}\text{F}/\text{century}$, followed by average temperature ($+2.6^{\circ}\text{F}/\text{century}$), and maximum temperature ($+2.1^{\circ}\text{F}/\text{century}$) which increased at the slowest rate (NOAA, 2022; See Figures X4-X7). An analysis of ambient temperature in Broward County's developed area between 1980-2021 revealed that the average mean temperature was 76.51°F , the average minimum temperature was 68.92°F , and the average maximum temperature was 84.07°F , with annual average mean, and minimum for the past 6 years (2015-2021), above the mean line for the timeseries (See **Figure 4.7**).

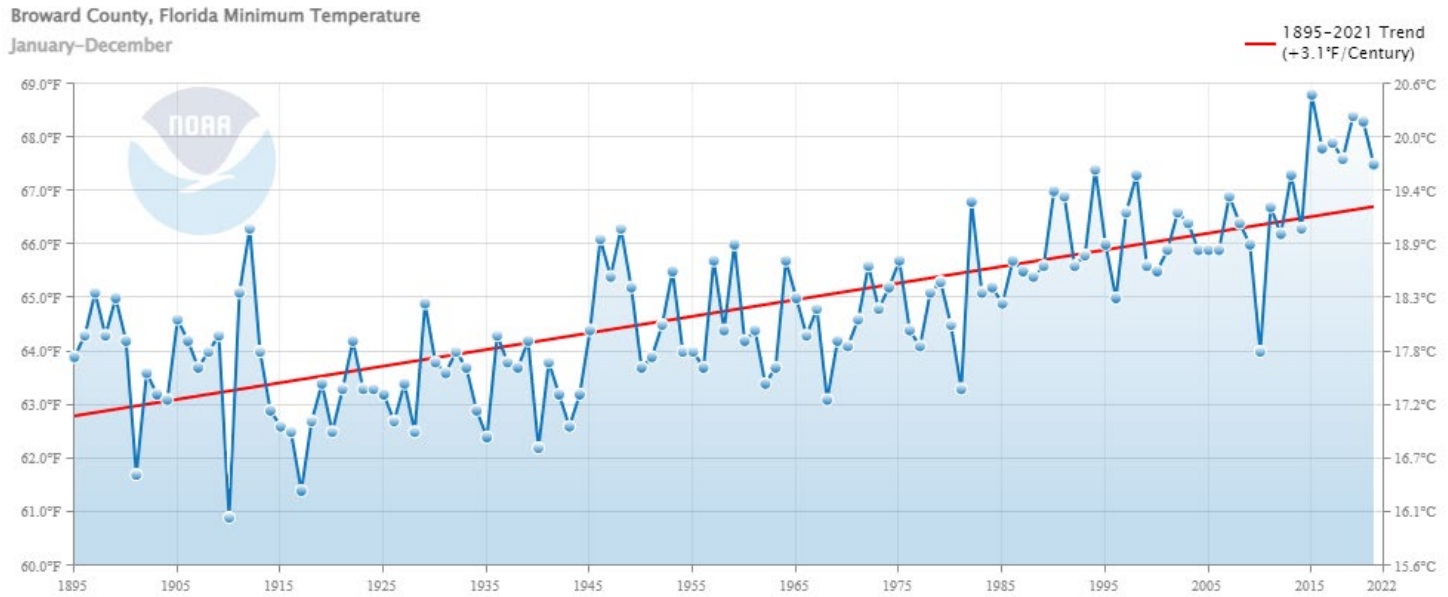
Figure 4.7: Annual Average Temperature in Broward County from 1895 to 2022



NOAA National Centers for Environmental information, *Climate at a Glance: County Time Series, Average Temperature*, published August 2022, retrieved on September 7, 2022, from <https://www.ncdc.noaa.gov/cag/>

The graph above shows an increase of 3.5 degrees since 1895 at a rate of $+2.6^{\circ}\text{F}$ per century. While temperature variability appears to be greater than the change in average temperature, the upward trend (shown by the blue line) indicates increasing temperatures over time.

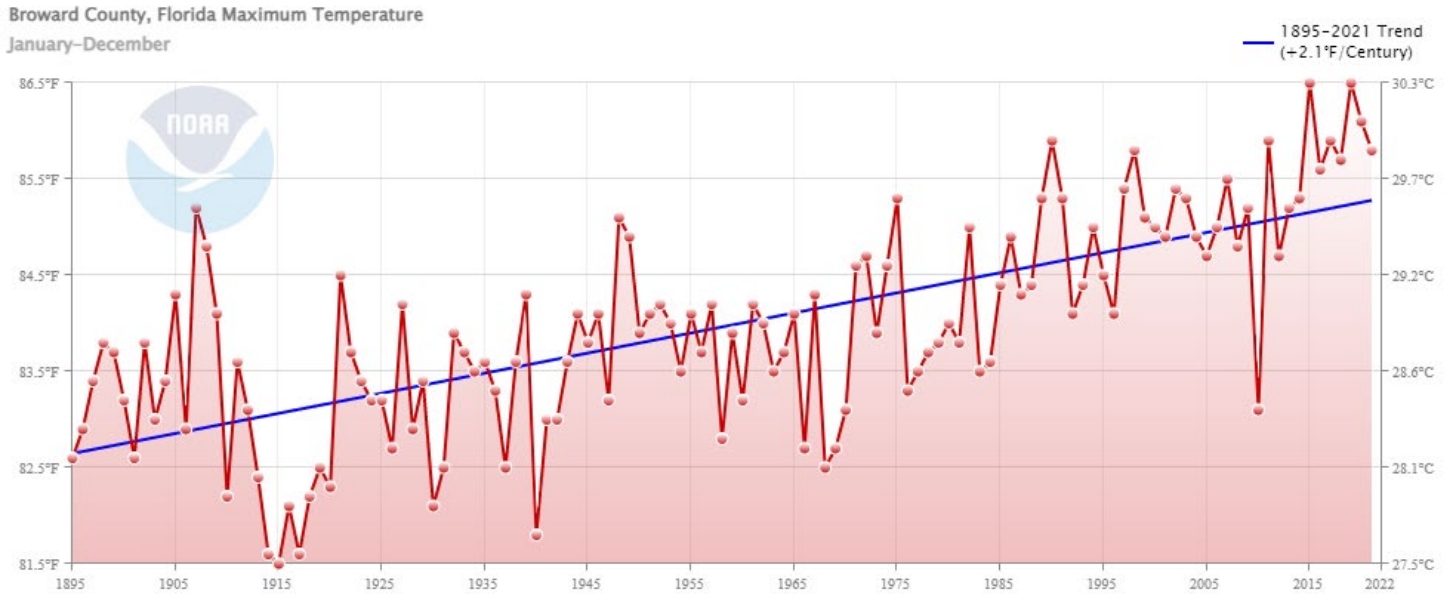
Figure 4.8: Annual Minimum Temperature in Broward County from 1895 to 2022



NOAA National Centers for Environmental information, *Climate at a Glance: County Time Series, Minimum Temperature*, published August 2022, retrieved on September 7, 2022, from <https://www.ncdc.noaa.gov/cag/>

The graph above shows an increase of 3.6 degrees since 1895 at a rate of +3.1°F per century. While temperature variability appears to be greater than the change in temperature, the upward trend (shown by the red line) indicates increase in minimum temperatures over time.

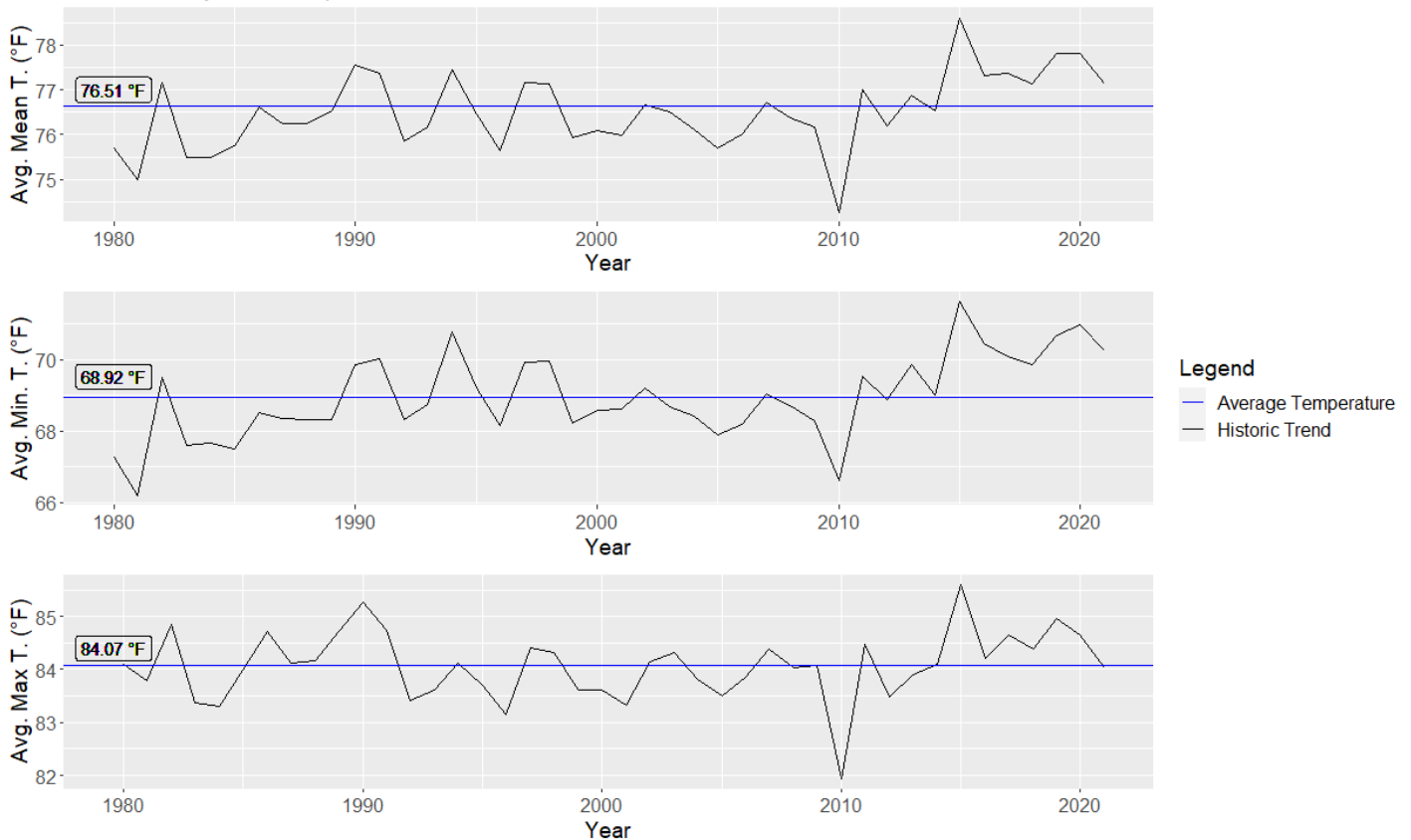
Figure 4.9: Maximum Temperature in Broward County from 1895 to 2022



NOAA National Centers for Environmental information, *Climate at a Glance: County Time Series, Maximum Temperature*, published August 2022, retrieved on September 7, 2022, from <https://www.ncdc.noaa.gov/cag/>

The graph above shows an increase of 3.2 degrees since 1895 at a rate of +2.1°F per century. While temperature variability appears to be greater than the change in temperature, the upward trend (shown by the blue line) indicates increase in maximum temperatures over time.

Figure 4.10: Broward County Urban Temperature from 1980 to 2021



Source: PRISM and Broward County Resilient Environment Department

The graph above shows the 42-year (1980 – 2021) air temperature trend for Broward County. Where Avg. Mean T., Avg. Min. T. and Avg. Max T. stand for Average Mean, Average Minimum and Average Maximum Temperature, respectively for the entire time period. The labeled values represent the average temperature (blue line) for each of the three variables. The timeseries indicates that in case of Avg. Mean T. and Avg. Min. T., the temperatures during last 5-6 years are higher than the long-term average, indicating an increasing trend.

Broward County's Water Conservation Area experiences cooler temperatures than the urban area, and between 1980 and 2021 the entire County including the conservation area had an average ambient temperature of 76.05 °F, which is roughly 0.5 degrees cooler than the mean temperature of the County's urban area (76.51°F).

Land surface temperature maps of the entire County between 1987 and 2022 also demonstrated the urban heat island effect at work with the conservation area maintaining lower surface temperatures than the developed area (See Figures X8 and X9). Generally, densely developed areas with more infrastructure (e.g., large highways, rail, bridges etc.) and a high impervious surface area absorb more heat energy than areas with more natural landscapes. Also, within the County's urban area, temperatures are generally cooler in the west and warmer towards the east, though within the east, waterfront communities along the intracoastal are generally cooler than other areas.

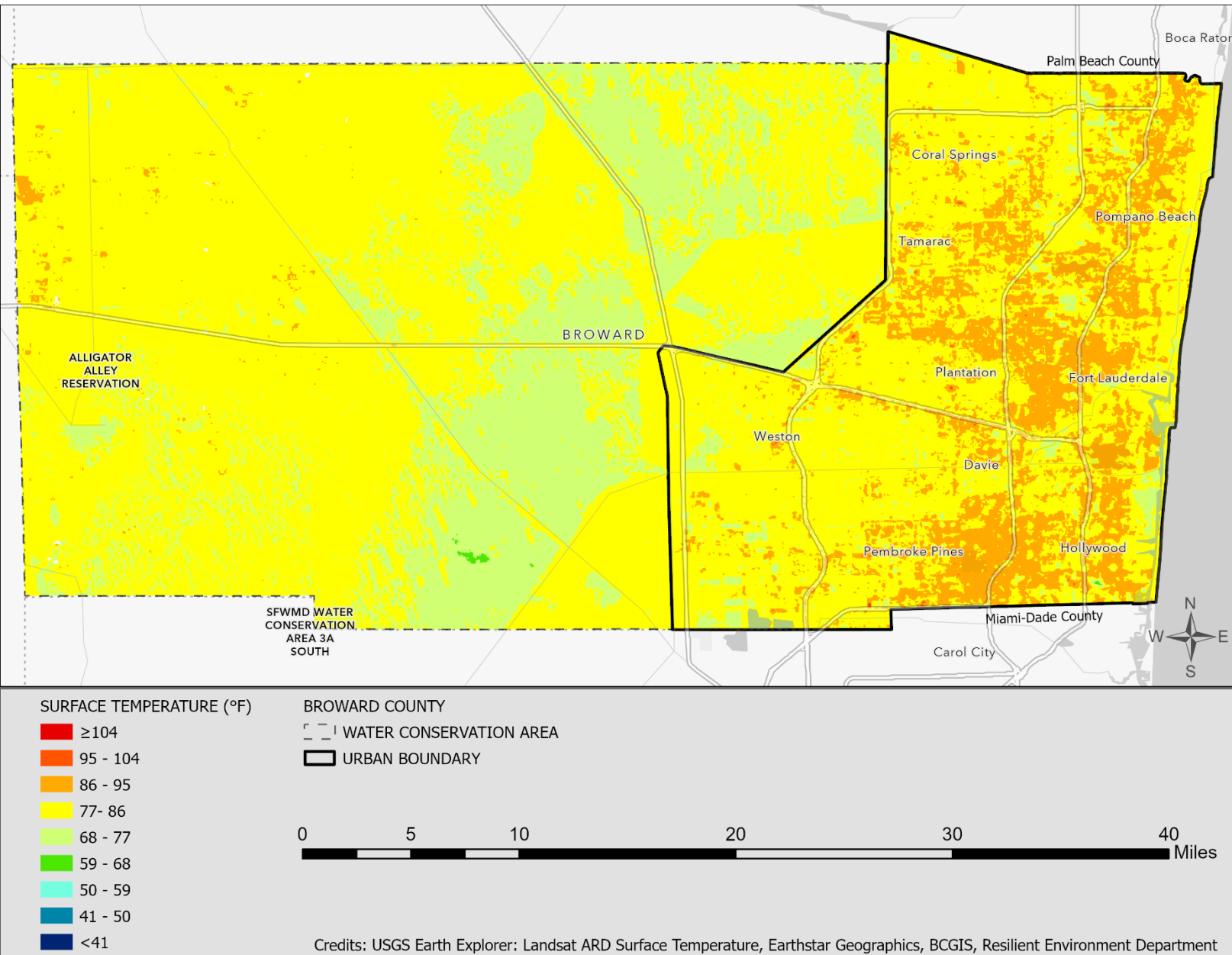
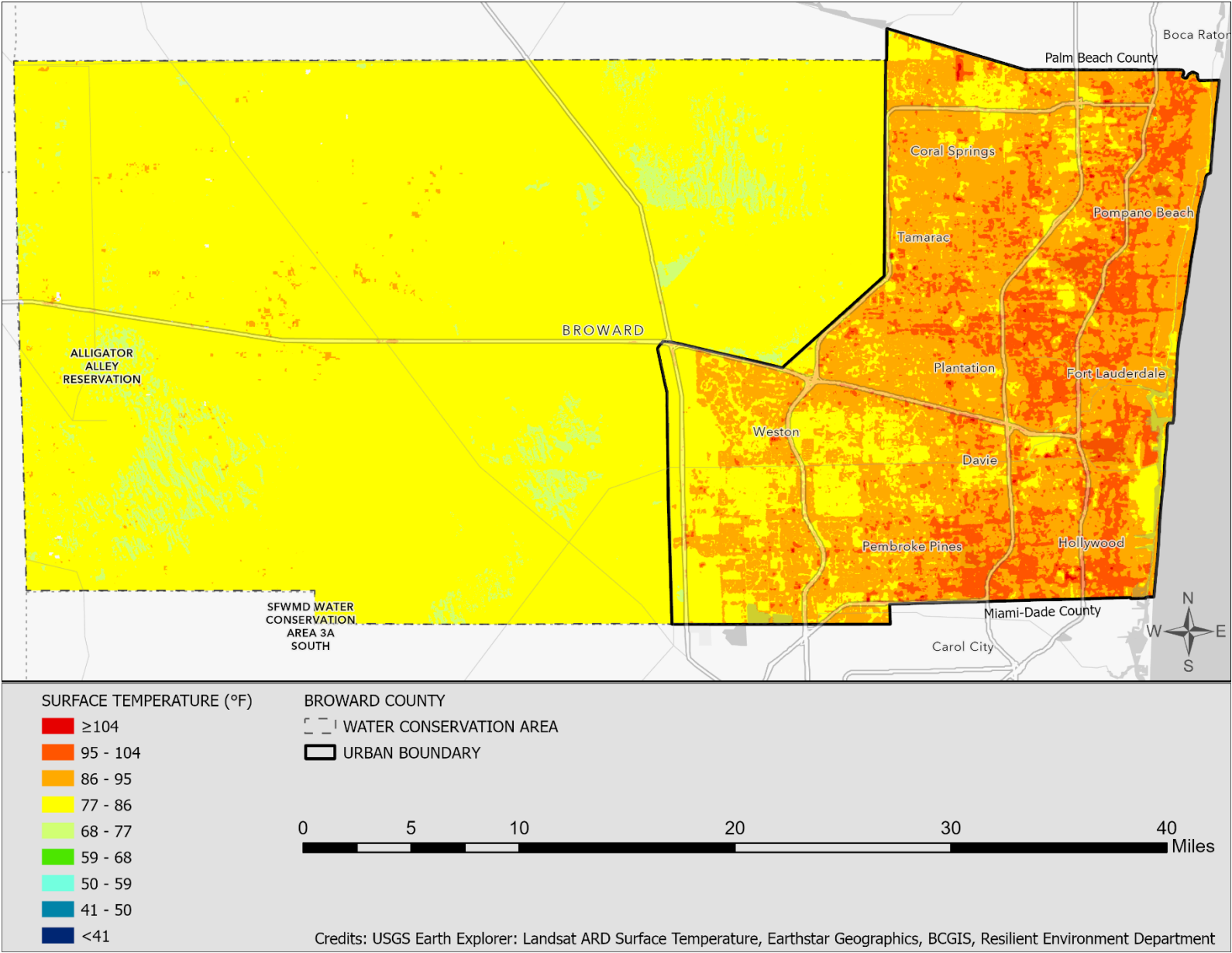


Figure 4.11: Land Surface Temperature January 2020

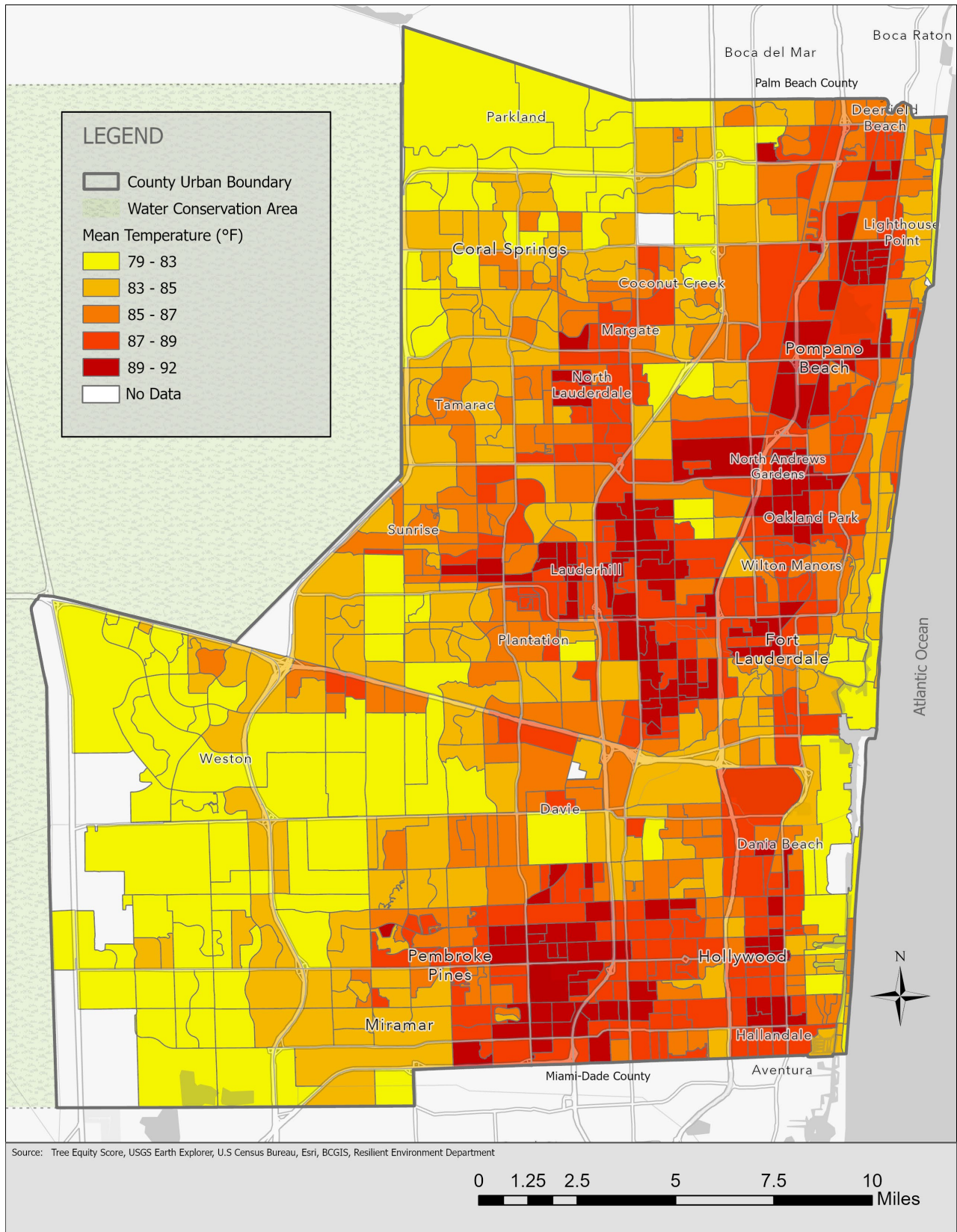
Above is a land surface temperature map of Broward County on January 19, 2020, that shows 45% of the developed area reaching a surface temperature of between 86 – 95°F with the highest temperatures generally following eastern highways (I-95, Dixie Hwy/ FEC right-of-way, I-595) and extending into the surrounding areas. Relatively lower temperatures in the conservation area were also observed.

Figure 4.12: Land Surface Temperature October 2016



Above is a land surface temperature map of Broward County on October 22, 2016. Despite the seasonal differences, the footprint of the hottest areas is like that of the previous surface temperature map for January 19, 2020.

Figure 4.13: Average Temperature by Census Block Groups



Historical Occurrences

According to the CDC's National Environmental Tracing Network ([Link](#)), from 2017 through 2020 there were a total of 125 heat related illness fatalities in Florida with 41 deaths occurring in 2020, 27 deaths in 2019, 15 deaths in 2018, and 42 deaths in 2017. In the City of Fort Lauderdale, the record high for the maximum daily temperature was broken once in 2021, and 10 times in 2020. The record high for the minimum daily temperature was surpassed 19 times in 2021, and 44 times in 2020. In contrast, the record low for the minimum daily temperature was not exceeded in 2020 nor in 2021 (NOAA, 2022: [Link](#)).

**Table 4.8: Daily Climatological Records in Fort Lauderdale between 2017 – 2021
where Maximum Temperature is $\geq 95^{\circ}\text{F}$**

Date	Description
July 2020	On July 9, 2020, the maximum temperature in Fort. Lauderdale reached a high of 96°F
September 2019	On September 6, 2019, the temperature in Fort. Lauderdale reached a high of 95°F

Source: Daily Climatological Records for Fort Lauderdale
https://www.weather.gov/media/mfl/climate/Daily_Records_Fort_Lauderdale.pdf

Probability and Extent of Future Events

By 2050 the number of days that the heat index exceeds 90 °F is projected to increase to 184 days (32 days higher than the historical numbers), and at least 1 day of off the charts heat index is predicted. By 2070, these number are even more alarming (See **Table 4.10**). By late century, if global warming is limited to 2°C, modeling indicates there will still be significant increases in the number of days the heat index is above 90°F, 100°F, and 105°F, however there will not be any days that the heat index is off the charts (See **Table 4.10**). The probability of this hazard occurring is highly likely.

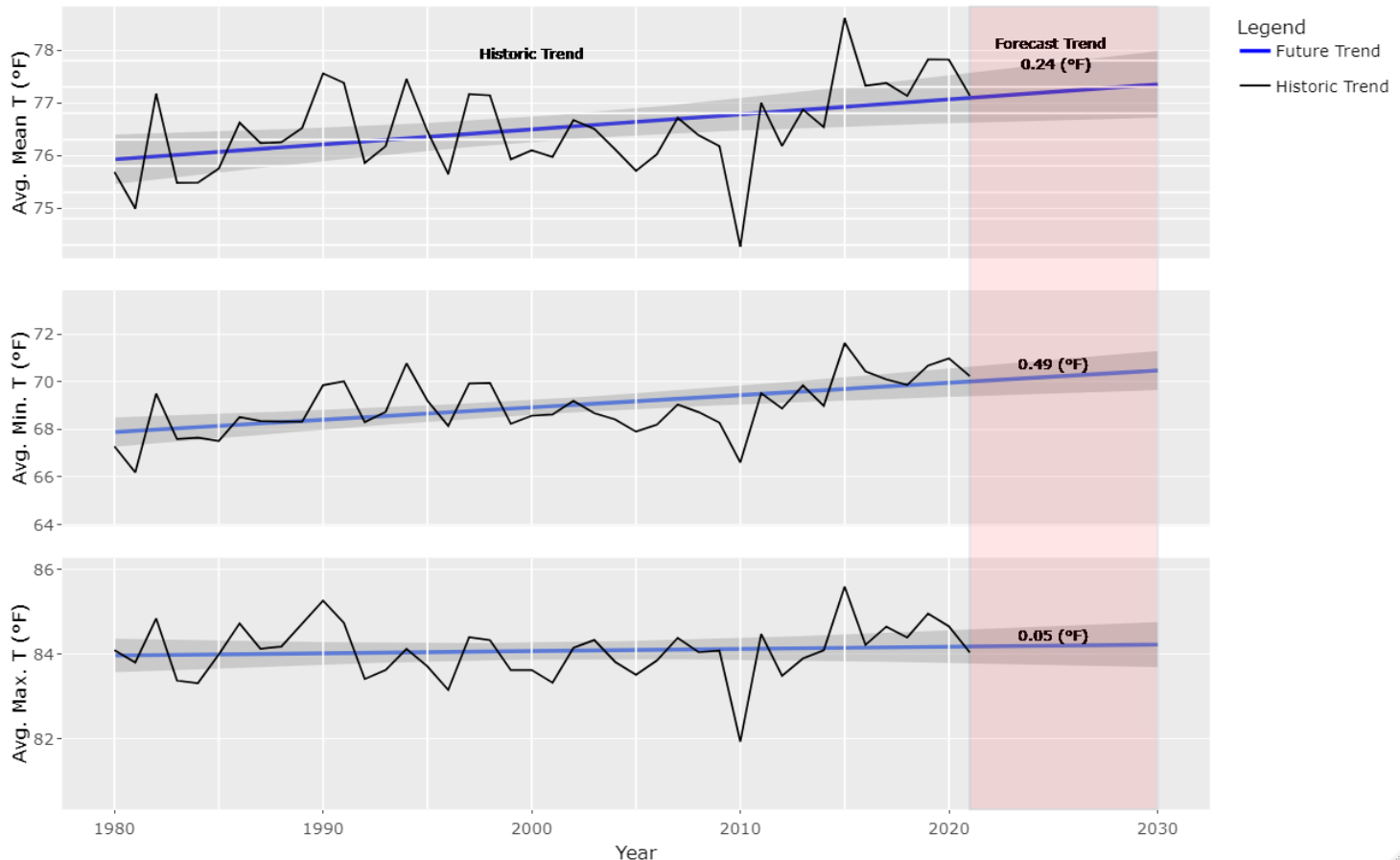
Table 4.9: Historical and Projected Heat Index

BROWARD COUNTY				
Heat Index above	Historical (1971-2000)	By midcentury (2036-2065)	By late century (2070-2099)	By late century, if we limit warming to 2°C (2070-2099)
90°F -----	152 days	184 days	198 days	180 days
100°F -----	34 days	128 days	162 days	109 days
105°F -----	5 days	80 days	132 days	52 days
Off the Charts	0 days	1 days	14 days	0 days

Source: Killer Heat in the United States: Climate Choices and the Future of Dangerously Hot Days

The average mean temperature, average minimum temperature, and the average maximum temperature in Broward County are all forecasted to continue trending upwards, with average minimum temperature showing the most accelerated increase, and average maximum temperature showing the slowest increase (See **Figure 4.15**).

Figure 4.14: Historical and Forecasted Temperature in Broward County



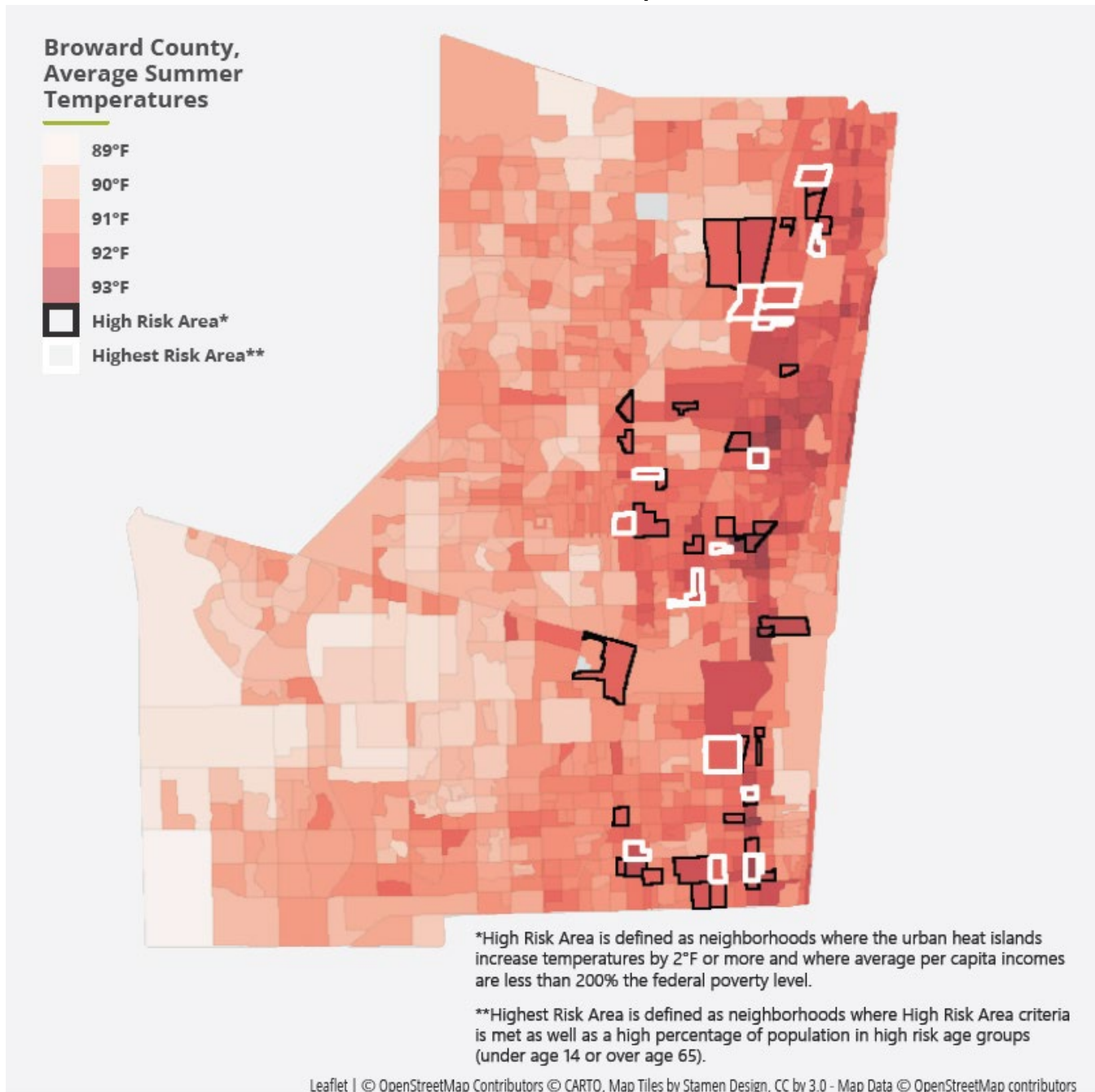
Source: PRISM and Broward County Resilient Environment Department

The graph above shows the forecast for the three air temperature variables analyzed. All these variables show an increase in air temperature in the future. The labeled values represent the rate of change over the next nine years, where Avg. Min. T shows the highest change as shown in the pink shaded region of the graph.

Vulnerability Assessment

The eastern half of Broward County is more exposed to extreme heat, with the highest temperatures generally concentrated in densely populated areas with more infrastructure and greater impervious surface area (e.g., surrounding I-95 and other large highways, rail, bridges etc.). An urban heat island analysis conducted by Earth Economics (2020) revealed that in Broward County, 90,000 people lived in neighborhoods where urban heat islands increase temperatures by 2 °F or more and where average per capita incomes are less than 200% the federal poverty level (See Figure X12 below, area outlined in black). These communities lie in the City of Pompano Beach, Oakland Park, North Lauderdale, Lauderdale Lakes, Fort Lauderdale, Davie, Hollywood, Dania Beach, West Park, Pembroke Park, and Hallandale Beach. In evaluating areas with a high percentage of population in high-risk age groups (under age 14 or over age 65) in addition to the criteria previously described, it was found that 33,000 persons were at risk (See **Figure 4.15** below, area outlined in white). These communities termed 'highest risk area**' in the report lie in the City of Deerfield Beach, Pompano Beach, Oakland Park, Lauderdale Lakes, Lauderdale, Fort Lauderdale, Hollywood, Hallandale Beach.

Figure 4.15: Broward County Average Summer Temperatures & High-Risk Census Block Groups



Source: Earth Economics (2020) Urban Heat Island Analysis of Broward County. See full report [here](#)

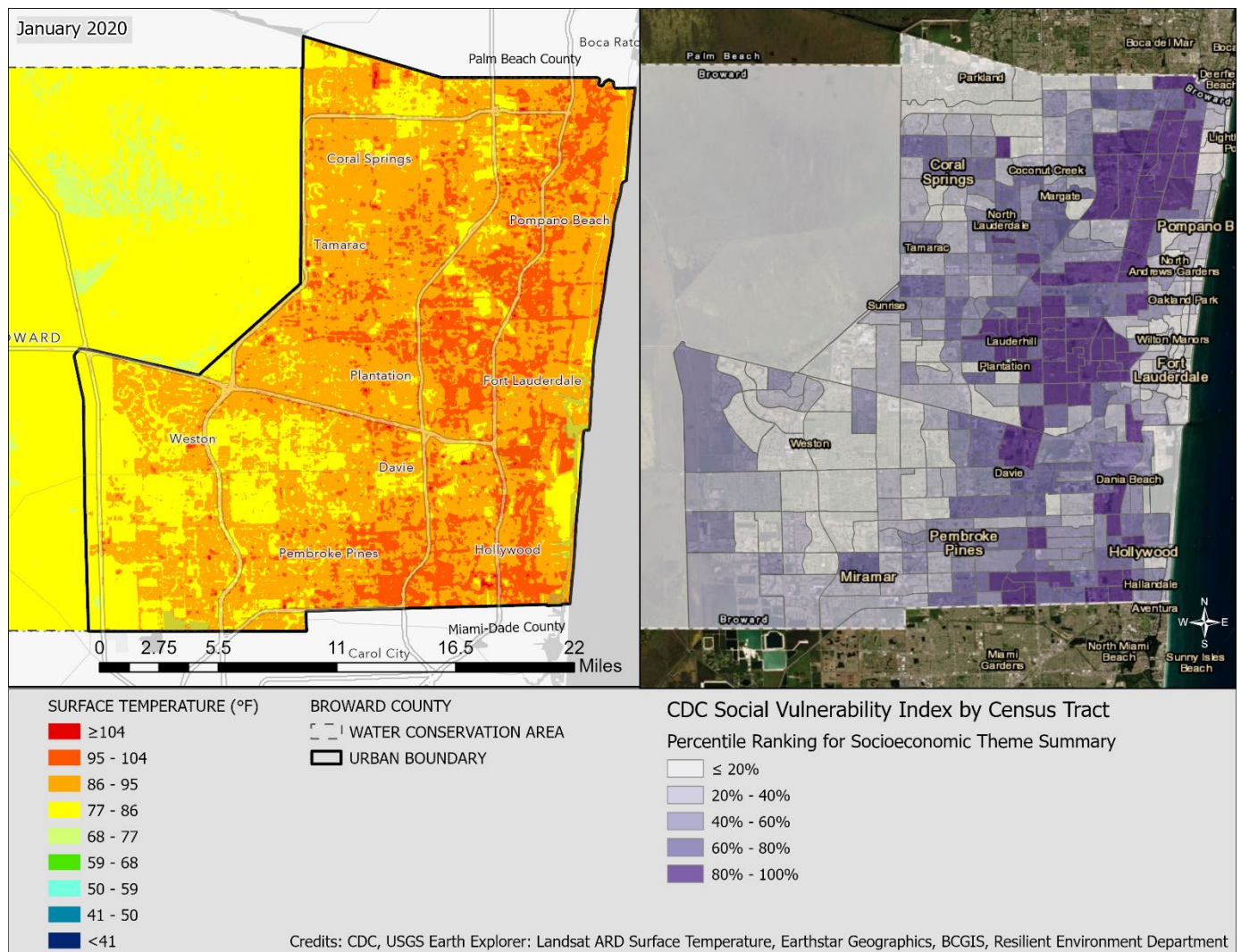
The Centers for Disease Control and Prevention (CDC) released a Social Vulnerability Index (SVI) in 2018 by census tract for the United States, to help public health officials and emergency response planners identify and map the communities that will most likely need support before, during, and after a hazardous event such as a heat wave or extreme heat.

The SVI indicates the relative vulnerability of each tract ranked on 15 social factors which are further grouped into 4 themes: Socioeconomic; Household Composition; Minority Status/Language; and Housing Type/ Transportation.

Socioeconomic Vulnerability

The socioeconomic vulnerability theme includes demographics such as per capita income, persons 25 and older with no high school diploma, persons below poverty, and unemployed persons 16 and older in its social vulnerability ranking tracts. A high percentile ranking for this theme indicates that individuals may lack the flexibility that funds provide for example to relocate to a cooler neighborhood, to opt out of working outdoors, or to purchase, utilize, and maintain air conditioning systems in their homes and vehicles. In comparing the socioeconomic vulnerability maps with the surface temperature maps, great overlap between the most vulnerable populations and communities with relatively higher temperatures was observed. These overlapping areas include parts of Pompano Beach, Oakland Park, Lauderhill and Lauderdale Lakes, Eastern Davie, Dania Beach, Hollywood, Hallandale Beach, West Park, and Eastern Miramar (See **Figure 4.16**).

Figure 4.16: Heat Exposure & Socioeconomic Vulnerability

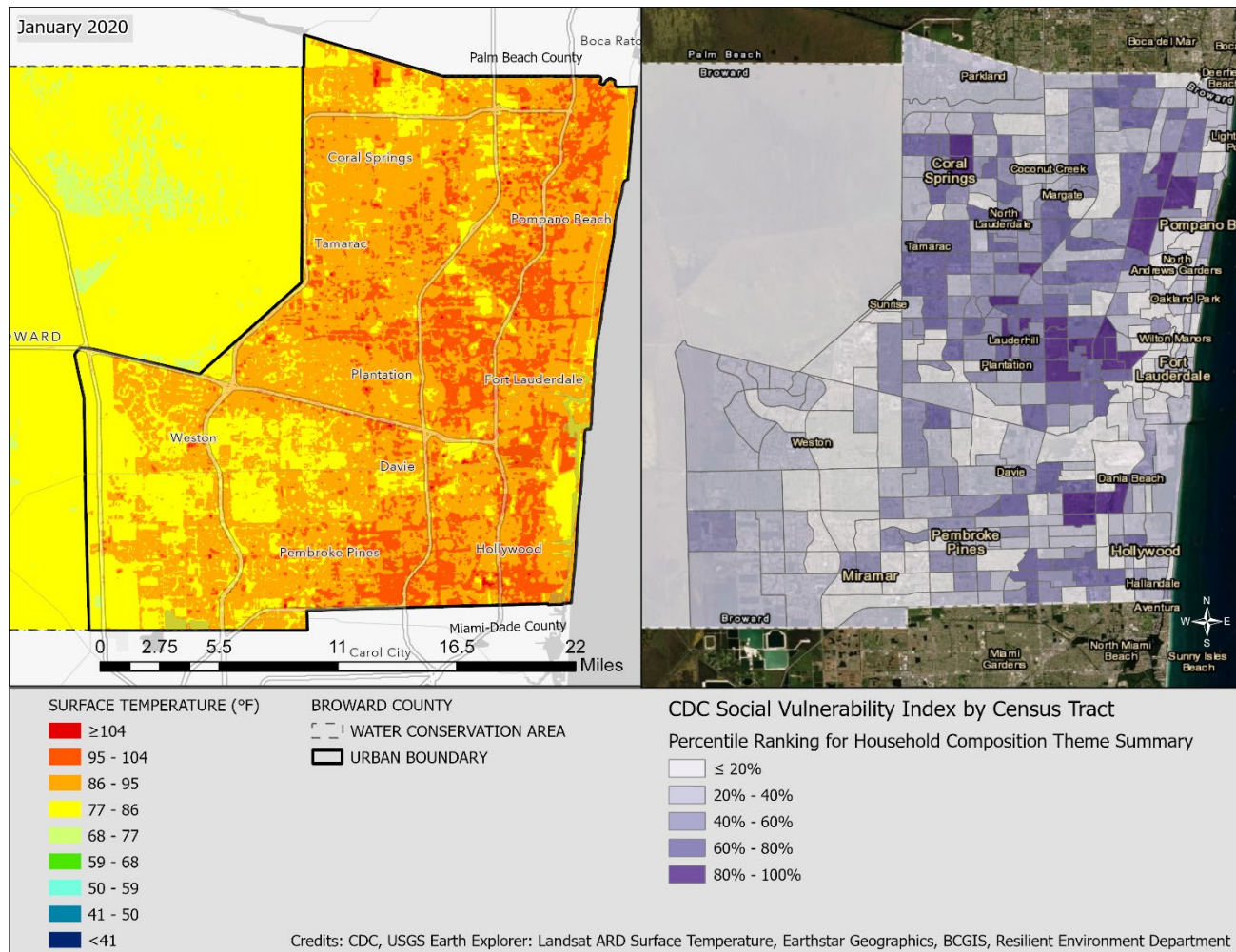


Vulnerability by Household Composition

Under this theme, the CDC has included demographics such as age (persons 18 and younger, and 65 and older), single parent households with children under 18, and noninstitutionalized persons with a disability in its social vulnerability ranking. Census tracts with a high percentile ranking for this theme are likely to show increased sensitivity to extreme heat because of elevated health risks, a reduced capacity to flee to cooler conditions, and a greater dependency on others.

In comparing the social vulnerability maps under this theme with surface temperature maps, it was found that while many of the vulnerable populations were also in communities with relatively higher temperatures, some were not. For portions of Pompano Beach, Central County between Fort Lauderdale and Plantation, and South Broward in parts of Dania Beach & Hollywood, the most vulnerable populations under this theme intersected the hottest communities. While in parts of Coral Springs and Tamarac, the vulnerable population does not overlap communities with relatively higher surface temperatures (See **Figure 4.18**).

Figure 4.17: Heat Exposure & Social Vulnerability by Household Composition

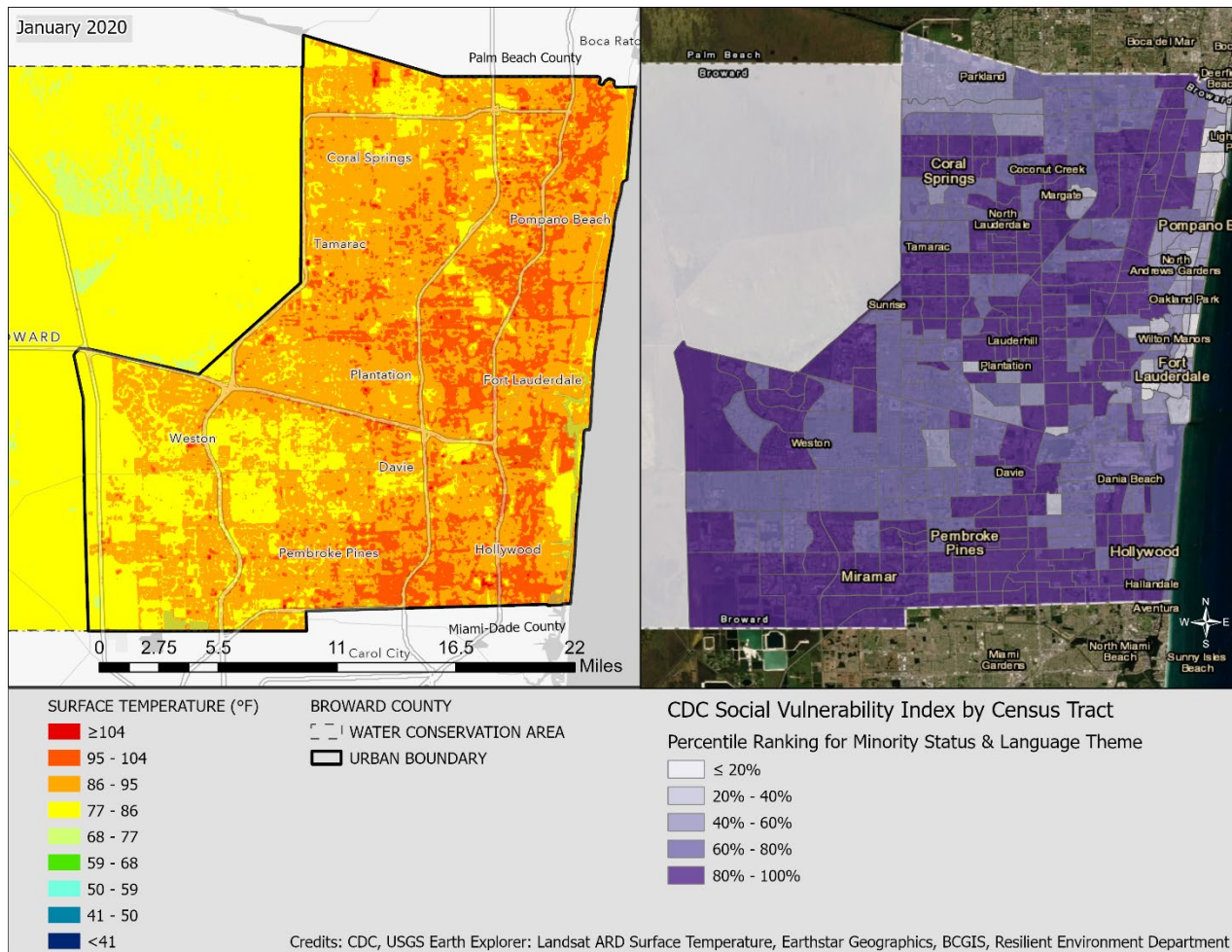


Vulnerability by Minority Status & Language

The CDC has included demographics such as percentage minority (all persons except white, non-Hispanic), and percentage of persons ages 5 and over who speak English less than well in its social vulnerability ranking under the minority status/language theme. Census tracts with a high percentile ranking for this theme may have less access to heat advisories and warnings, and other resources that may allow for a quick response. Also, according to the US Census Bureau (2018), Black/ African Americans and Hispanic/ Latinos make up more than 40% of the outdoor workforce. Outdoor workers are more exposed to extreme weather and are more at risk for heat related illnesses.

In comparing the social vulnerability maps under this theme with surface temperature maps, a weak overlap was observed, particularly in western Broward. The social vulnerability map under this theme is essentially a diversity map, and with large bands in eastern, central, and western Broward falling into the highest percentile ranges due to the County's high diversity. Because of the County's large minority population overall, the minority status and language may not be as useful an indicator for vulnerability to heat as in other parts of the country (See Figure 4.18)

Figure 4.18: Heat Exposure & Social Vulnerability by Minority Status & Language



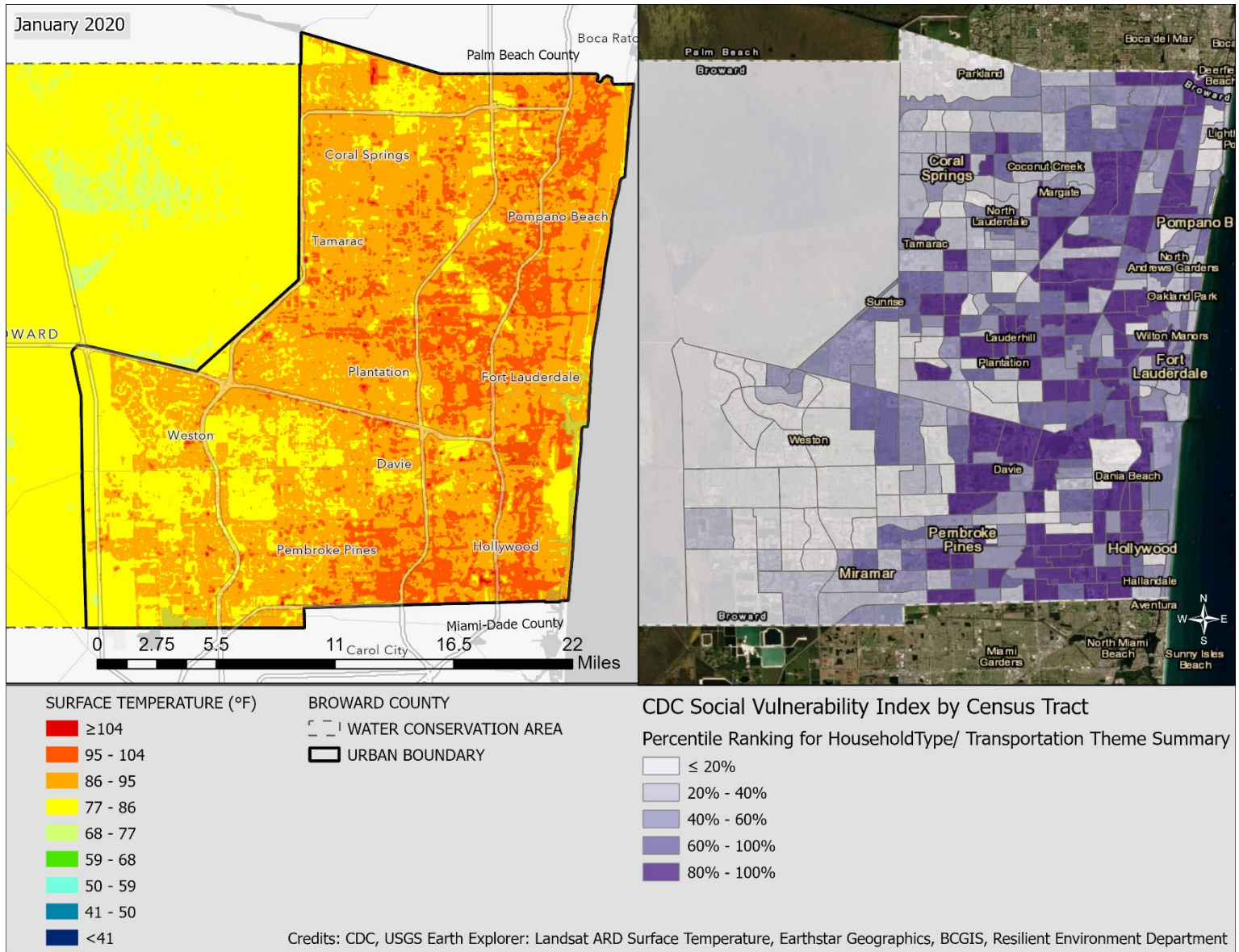
Vulnerability by Household Type/ Transportation

The CDC has included demographics such as households with no vehicle available, households with more people than rooms, percentage housing in structures with 10 or more units, percentage of mobile homes, and percentage of persons in institutionalized group quarters in its social vulnerability ranking under the housing type/transportation theme. Persons in census tracts with a high percentile ranking for this theme are likely to lack the resources needed to facilitate a quick response to elevated temperatures, for example, households with no vehicle available may face challenges in quickly moving to cooler areas during extreme heat events.

The social vulnerability map under this theme identifies several areas in central and eastern Broward as highly vulnerable, while areas west of Pembroke Pines depict lower vulnerability. This could be because there are more transit-oriented corridors in the central and eastern parts of the County which encourage multimodal transportation. In comparing the social vulnerability map with the surface temperature map, it was found that while there are several areas where the most vulnerable populations intersect the hottest communities, such as portions of Pompano Beach, Oakland Park, Fort Lauderdale, Lauderhill, and Lauderdale Lakes, Hollywood, Dania Beach, Hallandale, West Park and Eastern Miramar, and others, there are also examples where the

most vulnerable are not in communities with the relatively higher surface temperatures, such as parts of Deerfield Beach, Coral Springs, Tamarac, Davie, and others (See **Figure 4.18**).

Figure 4.19: Heat Exposure & Social Vulnerability by Household Type/Transportation



Pandemic/Infectious disease

The Covid-19 pandemic that began in 2020 impacted the lives of residents as well as all commercial and governmental operations in Broward County. While, as of this 2022 update, many of the restrictions and precautions that were imposed to contain the spread of the virus have been relaxed or waived, it is recognized that this is a hazard that must be included in the planning and preparedness for the foreseeable future. Broward County Emergency Management Division works closely with the Florida Department of Health in monitoring disease trends and outbreaks and, when necessitated, to take appropriate action to safeguard the Broward County community.

Probability and Extent of Future Events

This hazard is considered likely to occur.

Mass Migration

While this is not a hazard that has the potential to impact Broward County in the same way as a natural hazard or a pandemic, each occurrence can disrupt the daily lives of residents and tourists and business and governmental operations as well. Most recently, there has been an increased level of occurrence as migrants seeking refuge in the United States are arriving on the shores of Broward County's ocean front communities such as Deerfield Beach, Pompano Beach, and Fort Lauderdale.

Probability and Extent of Future Events

This hazard is considered likely to occur.

Terrorism

Since the terrorist attacks of September 11, 2001, the public safety agencies of Broward County have instituted pro-active measures to identify and contain a potential terrorist incident. This vigilance, in coordination with state and federal law enforcement agencies, has largely prevented another terrorist attack from occurring and impacting Broward County and its 31 municipalities. Still, the possibility of another terrorist attack occurring that would impact Broward County is recognized. Through ongoing training and exercising, the county maintains and will maintain its vigilance of this hazard.

Probability and Extent of Future Events

This hazard is considered likely to occur.

Cyber

The threat of a cyber-attack has been added to the listing of Most Significant Hazards of Concern For Broward County. Over the past five years, the potential for a cyber-attack has greatly increased due to the latest methods and capabilities that enable cyber criminals to access government, business, and personal computers and even servers. Government owned and/or operated electronic systems that access the Internet, for example, are at the top of the list of targets for cyber criminals. Broward County government has implemented numerous safeguards to prevent cyber-attacks on its internal communications systems.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Hazardous Material Incident

Hazardous material incidents occur routinely throughout Broward County's municipalities and unincorporated areas. Normally, these incidents are contained and resolved by county and local fire/rescue and law enforcement first responders. In an extensive hazmat release, the protocols

for response and, when necessary, evacuation, facilitate the actions that successfully mitigate the incident. However, continuous training for first responders and initiatives that promote public awareness of a hazmat incident are supported by Broward County government and by its 31 municipalities.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Severe Storm

Since the 2017 ELMS update, Broward County has experienced an increased level of Severe Storm activity. While the number of severe storms generated each year is dependent upon a variety of climatological factors, Broward can expect to see more severe storms that include the following elements.

Background

According to the National Severe Storms Laboratory, more than 100,000 thunderstorms occur each year, though only about 10% of these storms are classified as “severe” (wind speeds greater than 58 miles per hour). Although thunderstorms generally affect a small area when they occur, they are very dangerous because of their ability to generate strong winds, tornadoes, hailstorms, flash flooding, and damaging lightning. While thunderstorms can occur in all regions of the United States, they are most common in the central and southern states because atmospheric conditions in those regions are most ideal for generating these powerful storms.

Thunderstorms are caused when air masses of varying temperatures meet. Rapidly rising warm moist air serves as the “engine” for thunderstorms. These storms can occur singularly, in lines or in clusters. They can move through an area very quickly or linger for several hours.

The National Weather Service estimates that as many as 40,000 thunderstorm occurrences each day world-wide. On an annual basis, this means an incredible 14.6 million occurrences annually world-wide. Florida leads the nation with the highest incidence per year (80 to 100 plus annual thunderstorm days). Because of Florida’s vulnerability to this hazard, specifically Broward County, the impacts to residents and businesses can be severe. Long term power outages, which can occur during a severe storm, impact the health and safety of segments of the vulnerable population. Similarly, straight-line wind and hail can cause injury and property damage.

Straight-line Wind and Hail, as described below, are components of severe storms.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Straight-line Wind

Straight-line winds, which in extreme cases have the potential to cause wind gusts that exceed 100 miles per hour, are responsible for most thunderstorm wind damage. One type of straight-line wind, the downburst, can cause damage equivalent to a strong tornado and can be extremely dangerous to aviation.

Hail

Hailstorms are another potential damaging outgrowth of severe thunderstorms. Early in the developmental stages of a hailstorm, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere and the subsequent cooling of the air mass. Frozen droplets gradually accumulate on the ice crystals until having developed sufficient weight they fall as precipitation—as balls or irregularly shaped masses of ice greater than 0.75 inches in diameter. The size of hailstones is a direct function of the size and severity of the storm. High velocity updraft

winds keep hail in suspension in thunderclouds. The strength of the updraft is a function of the intensity of heating at the Earth's surface. Higher temperature gradients relative to elevation above the surface result in increased suspension time and hailstone size.

Location and Spatial Extent

Florida remains one of the most vulnerable states in the U.S. to thunderstorm events. According to the State of Florida Hazard Mitigation Plan, it is a rare occasion when thunderstorms are not observed somewhere in the state daily during the summer rainy season (generally the end of May through the beginning of October). Thunderstorms vary tremendously in terms of size, location, intensity, and duration but are considered extremely frequent occurrences throughout South Florida and Broward County. It is assumed that all of Broward County is uniformly exposed to severe thunderstorms.

Historical Occurrences

According to the National Centers for Environmental Information, there have been 427 recorded severe thunderstorm events (including hail and high wind) in Broward County since the early 1950's. These included:

- **282 high wind events** since 1955.
- **155 hail events** since 1955.
- The locations of historically recorded hail events are shown in **Map 4.7. *Probability and Extent of Future Events***

The probability of future severe thunderstorm events in Broward County is considered "highly likely". In the future Broward County could be expected to receive severe thunderstorm events with straight-line winds that exceed 58 mph winds and hail size up to 3 inches in diameter.

Vulnerability Assessment

Historical evidence shows that all of Broward County is vulnerable to impacts from severe thunderstorms. Because it cannot be predicted where severe thunderstorms may strike, all buildings and facilities are uniformly exposed to this hazard and could potentially be impacted. It is important to note that only high wind and hail events attributed to severe thunderstorms that have been reported through NOAA data have been factored into this risk assessment. However, in the past 62 years it is likely that a higher number of thunderstorm occurrences have not been reported.

Tornado

With the expected increase in the number of severe storms (i.e., thunderstorms) each year due to climatological factors related to climate change, it is anticipated that Broward County will experience increased tornado activity. As an example, as is further described in this section, two unclassified tornados spawned by Hurricane Ian before it made landfall on Florida's west coast struck the neighborhood of Pasadena Lakes in east Pembroke Pines and in Davie, causing major damage.

Background

A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud extending to the ground. Tornadoes are most often generated by thunderstorm activity (but sometimes result from hurricanes and other tropical storms) when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The damage caused by a tornado is a result of the high wind velocity and wind-blown debris, also accompanied by lightning or large hail. According to the National Weather Service, tornado wind speeds normally range from 40 to more than 300 miles per hour. The most violent tornadoes have rotating winds of 250 miles per hour or more and can cause extreme destruction and turning normally harmless objects into deadly missiles.

Each year, an average of over 1,230 tornadoes are reported nationwide, resulting in an average of 71 deaths over the last thirty years (NOAA Storm Prediction Center (SPC)). They are more likely to occur during the months of March through May and can occur at any time of day but are likely to form in the late afternoon and early evening. Most tornadoes are a few dozen yards wide and touch down briefly, but even small short-lived tornadoes can inflict tremendous damage. Highly destructive tornadoes may carve out a path over a mile wide and several miles long.

The destruction caused by tornadoes ranges from light to inconceivable depending on the intensity, size, and duration of the storm. Typically, tornadoes cause the greatest damage to structures of light construction such as residential homes (particularly mobile homes). The Enhanced Fujita Scale for Tornadoes was developed to measure tornado strength and associated damages (**Table 4.11**).

Table 4.10: Enhanced Fujita Scale for Tornadoes

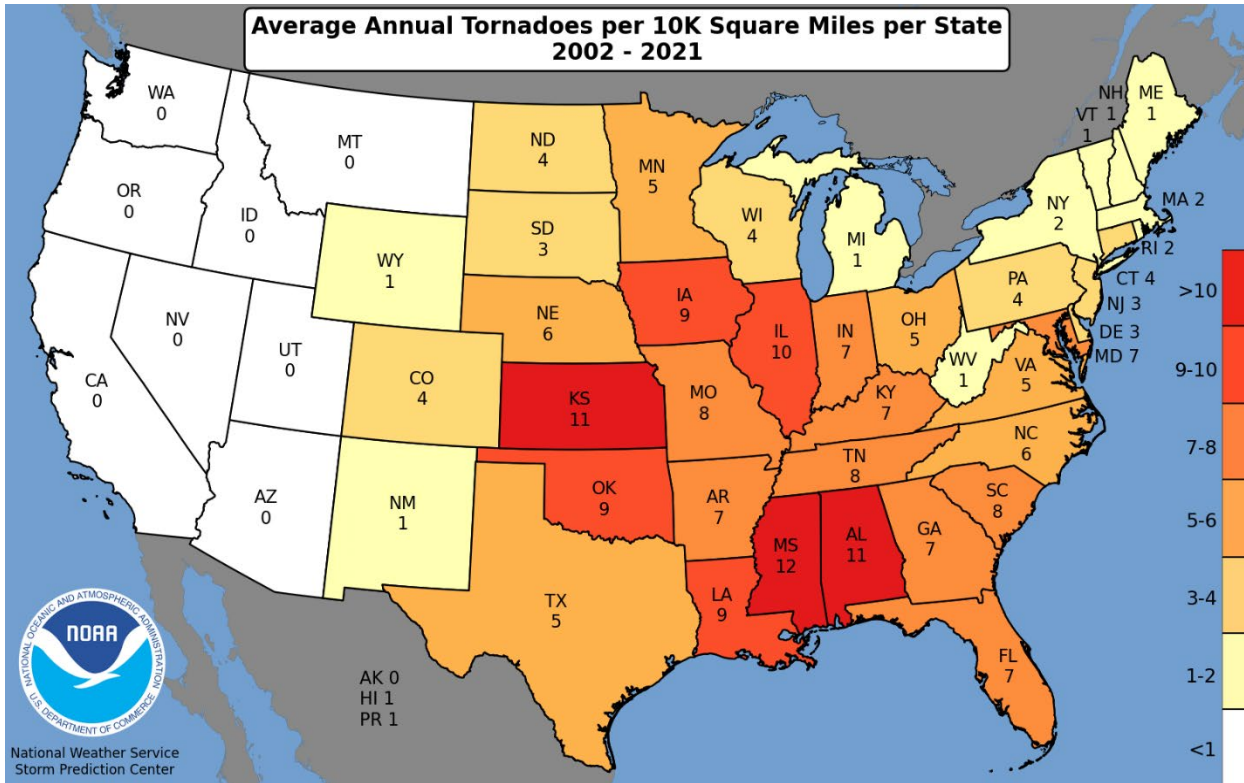
EF-Scale Number	Intensity Phrase	3 Second Gust (MPH)	Type of Damage Done
EF0	GALE	65–85	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
EF1	MODERATE	86–110	The lower limit is the beginning of hurricane wind speed; peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
EF2	SIGNIFICANT	111–135	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
EF3	SEVERE	136–165	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
EF4	DEVASTATING	166–200	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown, and large missiles generated.
EF5	INCREDIBLE	Over 200	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.

According to the SPC, the highest concentration of tornadoes in the United States has been in Oklahoma, Texas, Kansas, and Florida respectively. Although the Great Plains region of the

Central United States does favor the development of the largest and most dangerous tornadoes, Florida experiences some of the highest numbers of tornadoes per square mile of all U.S. states and are generally EF0 or EF1 in intensity (SPC, 2021). **Figure 4.20** shows tornado activity in the United States from 2002 to 2021 based on the number of recorded tornadoes per 10,000 square miles.

The tornadoes associated with tropical cyclones are most frequent in September and October when the incidence of tropical storm systems is greatest. This type of tornado usually occurs around the perimeter of the storm, and most often to the right and ahead of the storm path or the storm center as it comes ashore. These tornadoes commonly occur as part of large outbreaks and generally move in an easterly direction.

Figure 4.20 Tornado activity in the United States based on the number of recorded tornadoes per 10,000 square miles.



Source: NOAA Storm Prediction Center, 2022

Location and Spatial Extent

Tornadoes occur throughout the State of Florida and based on historical data more confirmed tornado touchdowns have been confirmed in South Florida than other regions in the state. Florida tornadoes typically impact a relatively small area; however, events are completely random, and it is not possible to predict specific areas that are more susceptible to tornado strikes over time. Therefore, it is assumed that all of Broward County is uniformly exposed to this hazard. According to the Florida Division of Emergency Management, Florida has 2 distinct tornado seasons: (1) summer (most frequent, less intense events); and (2) late winter/early spring (less frequent, more intense events).

Historical Occurrences

From 2012 to 2021, Florida averaged 41 tornado events per year, though most are smaller, less intense, and shorter in duration than those in other states. According to the State of Florida Hazard Mitigation Plan, Broward County is designated as a “High Risk” jurisdiction when compared with other Florida counties.

According to the National Centers for Environmental Information, there have been 115 recorded tornado events in Broward County since 1950.⁵ These events resulted in 1 death, 96 injuries, and an estimated \$173.7 million in property damages. Most of these events (74) were determined to be of minimal tornado intensity (F0), as shown in **Table 4.12**. The strongest and most deadly tornado in Broward County history occurred on March 1, 1980, when an F3 tornado killed 1 person, injured 33, and caused approximately \$25 million in property damages.

Table 4.11: Overall Historical Tornado Impact in Broward County by Jurisdiction

Jurisdiction	Number of Events (1950-2022)	Magnitude (Fujita Scale*)						Maximum F Scale
		F0	F1	F2	F3	F4	F5	
Coconut Creek	1	0	1	0	0	0	0	F1**
Cooper City	0	0	0	0	0	0	0	not applicable
Coral Springs	5	4	0	0	0	0	0	F0
Dania Beach	0	0	0	0	0	0	0	not applicable
Davie	3	3	0	1	0	0	0	F0 and F 2
Deerfield Beach	2	1	1	0	0	0	0	F1
Fort Lauderdale	5	3	2	0	0	0	0	F0 and F1
Fort Lauderdale International Airport	1	1	0	0	0	0	0	F0
Hallandale Beach	6	4	2	0	0	0	0	F1
Hillsboro Beach	1	1	0	0	0	0	0	F0
Hillsboro Lighthouse	0	0	0	0	0	0	0	not applicable
Hollywood	3	2	1	0	0	0	0	F0 and F1
Hollywood N. Perry Airport	1	0	1	0	0	0	0	F1
Lauderdale-By-The-Sea	0	0	0	0	0	0	0	not applicable

⁵ These events do not include reported funnel clouds or waterspouts.

Jurisdiction	Number of Events (1950-2022)	Magnitude (Fujita Scale*)						Maximum F Scale
		F0	F1	F2	F3	F4	F5	
Lauderdale Lakes	1	0	1	0	0	0	0	F1**
Lauderhill	1	1	0	0	0	0	0	F0
Lazy Lake	0	0	0	0	0	0	0	not applicable
Lighthouse Point	0	0	0	0	0	0	0	not applicable
Margate	1	1	0	0	0	0	0	F0
Miramar	3	1	2	0	0	0	0	F1
North Lauderdale	0	0	0	0	0	0	0	not applicable
Oakland Park	1	1	0	0	0	0	0	F0
Parkland	0	0	0	0	0	0	0	not applicable
Pembroke Park	0	0	0	0	0	0	0	not applicable
Pembroke Pines	3	2	1	0	0	0	0	F1
Plantation	3	3	0	0	0	0	0	F0**
Pompano Beach	4	4	0	0	0	0	0	F0
Sea Ranch Lakes	0	0	0	0	0	0	0	not applicable
Southwest Ranches	0	0	0	0	0	0	0	not applicable
Sunrise	2	0	1	1	0	0	0	F1 and F2
Tamarac	2	1	1	0	0	0	0	F1
Broward Municipal Services Districts	71	45	16	7	3	0	0	F3
West Park	0	0	0	0	0	0	0	not applicable
Weston	0	0	0	0	0	0	0	not applicable
Wilton Manors	0	0	0	0	0	0	0	not applicable
TOTAL	120	78	30	9	3	0	0	F3

Source: National Centers For Environmental Information – as of 12/31/2022

* - For historical purposes, the Fujita Scale was used in this table

** - The tornados occurred when the Enhanced Fujita scale had been adopted.

To exemplify the potential impact of a major tornado event, the following notable recent events are described and considered as part of Broward County's risk assessment and mitigation planning purposes.

June 16, 1997

An F1 tornado touched down in Sunrise at the intersection of Commercial Boulevard and Nob Hill, flipping 1 car. The tornado moved southwest to near NW 103 Street/NW 45 Avenue. Several roofs were damaged, numerous windows were broken, small trees were uprooted, and power lines knocked down. Several cars were damaged by flying debris, and 1 injury was reported. Total damages exceeded \$1 million.

February 2, 1998

In the evening, several F1 tornadoes crossed the Dade/Broward County line and damaged a strip shopping center in Miramar. The multiple tornadoes moved across North Perry airport, where 40 aircraft were destroyed, and 40 aircraft were damaged. The tornadoes weakened as they continued north-northeast damaging a shopping center in Davie near Orange Road/Hiatus Road. Total damages exceeded \$30 million.

October 18, 2011

A strong tornado rated as an EF-2 with maximum estimated winds of 125 mph moved across western portions of Plantation and Sunrise on the evening of October 18th. A total of 136 structures suffered damage, with about 20-25 of these sustaining significant to severe damage. A few mobile homes in the Plantation section of the tornado were destroyed with roof and wall collapse. The tornado intensified as it moved into Sunrise, damaging homes in the New Orleans Homes subdivision. Two concrete block homes sustained significant to total roof loss, and several other homes had significant roof, garage, and window damage. Cars were damaged by winds and debris as well as uprooted and sheared trees. Most of the damage was in the EF-1 range, except for a two-block area of EF-2 damage in Sunrise at the New Orleans Homes subdivision where the highest winds were noted. Despite the magnitude and extent of the damage, no major injuries were reported with only a few scrapes and cuts. Federal assistance was approved for residents in the affected area due to the severity and magnitude of the damage.

January 27, 2016

A line of severe storms moved onto the Gulf coast at 5am that morning, prompting the issuance of several special weather statements, severe thunderstorm warnings, and tornado warnings as it crossed the south-Central peninsula. A strong cyclic mesocyclone that moved onshore during the early morning hours tracked across the peninsula, where it re-intensified over north Central Broward county and produced an EF-1 tornado that moved across Coconut Creek and Pompano Beach. The tornado touched down near the intersection of NW 2nd court and NW 43rd Ave and traveled northeast leading to several snapped and uprooted hardwood trees and damage to fences across NW 42nd, Palmetto Drive, and Coconut Creek Boulevard. The tornado damaged trees, power lines and tossed several cars across the impacted area.

**September 27, 2022**

An EF-1 tornado spawned by Hurricane Ian before it made landfall on Florida's west coast struck the neighborhood of Pasadena Lakes in east Pembroke Pines. The storm ripped through the neighborhood after destroying about 30 small planes at North Perry airport. Some were missing wings and tails; others were flipped upside down. In addition, there was a small amount of structural damage to the airport, which is operated by Broward County. At approximately the same time, another EF-1 tornado spawned by Ian struck a mobile home park in the nearby city of Davie, damaging at least 10 mobile homes. There were no reported injuries reported from either tornado.

Probability and Extent of Future Events

The probability of future tornado occurrences affecting Broward County is considered highly likely. According to historical records, Broward County experiences an average of nearly 2 confirmed tornado touchdowns per year. While most of these events are small in terms of size, intensity, and duration, they do pose a significant threat should Broward County experience a direct tornado strike. In the future, Broward County can expect to be hit by tornadoes reaching up to EF3 in strength. Tornadoes, even those at an EF-0 level, can impact residents and businesses, and can cause injuries and property damage.

Vulnerability Analysis

To estimate potential losses due to tornadoes, NOAA historical tornado loss data was used to develop a tornado stochastic model. In this model:

- Losses were scaled for inflation.
- Average historic tornado damageability was used to generate losses for historical tornadic events where losses were not reported.
- Expected annualized losses were calculated through a non-linear regression of historical data.
- Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Table 4.13 shows potential annualized property losses for each jurisdiction in Broward County.

Table 4.12: Potential Annualized Losses by Jurisdiction (Tornado)

Jurisdiction	Total Exposure	Annualized Expected Property Losses (\$)	Annualized Percent Loss Ratio
Coconut Creek	\$3,061,603,270	<i>Negligible</i>	0.00%
Cooper City	\$1,943,657,150	<i>Negligible</i>	0.00%
Coral Springs	\$8,134,798,700	<i>Negligible</i>	0.00%
Dania Beach	\$1,878,435,580	<i>Negligible</i>	0.00%
Davie	\$6,711,031,880	<i>Negligible</i>	0.00%
Deerfield Beach	\$5,161,599,440	\$8,756	0.00%
Fort Lauderdale	\$22,130,694,710	\$40,834	0.00%
Hallandale Beach	\$3,836,691,130	\$21,247	0.00%
Hillsboro Beach	\$810,574,300	<i>Negligible</i>	0.00%
Hollywood	\$10,029,588,340	<i>Negligible</i>	0.00%
Lauderdale-By-The-Sea	\$1,739,928,950	<i>Negligible</i>	0.00%
Lauderdale Lakes	\$1,152,461,750	<i>Negligible</i>	0.00%
Lauderhill	\$2,492,601,430	<i>Negligible</i>	0.00%
Lazy Lake	\$4,107,550	<i>Negligible</i>	0.00%
Lighthouse Point	\$1,261,700,120	<i>Negligible</i>	0.00%
Margate	\$2,296,212,030	<i>Negligible</i>	0.00%
Miramar	\$7,475,638,380	\$1,046,334	0.01%
North Lauderdale	\$1,260,435,790	<i>Negligible</i>	0.00%
Oakland Park	\$2,473,754,560	<i>Negligible</i>	0.00%
Parkland	\$2,682,321,260	<i>Negligible</i>	0.00%
Pembroke Park	\$404,154,300	<i>Negligible</i>	0.00%
Pembroke Pines	\$10,247,846,250	\$7,872	0.00%
Plantation	\$6,803,128,100	<i>Negligible</i>	0.00%
Pompano Beach	\$8,981,181,420	<i>Negligible</i>	0.00%
Sea Ranch Lakes	\$110,763,020	<i>Negligible</i>	0.00%

Jurisdiction	Total Exposure	Annualized Expected Property Losses (\$)	Annualized Percent Loss Ratio
Southwest Ranches	\$890,133,450	<i>Negligible</i>	0.00%
Sunrise	\$5,308,400,300	\$22,890	0.00%
Tamarac	\$3,283,696,510	<i>Negligible</i>	0.00%
Broward Municipal Services Districts	\$1,106,396,610	\$553,674	0.05%
West Park	\$331,537,990	<i>Negligible</i>	0.00%
Weston	\$6,490,572,820	<i>Negligible</i>	0.00%
Wilton Manors	\$941,493,080	<i>Negligible</i>	0.00%
TOTAL	\$131,437,140,170	\$1,701,607	0.00%

* *Negligible is less than \$5,000*

Source: 2017 Broward County LMS, FEMA's National Risk Index

According to FEMA's National Risk Index as of 2022, the Expected Annual Loss for tornadoes in Broward County is \$8.8M, with a Total Exposure of \$13T. While FEMA designates Broward's Historic Loss Ratio from tornadoes as Very Low, the county's Expected Annual Loss Score is Relatively High at 39.69. The Risk Index Score for tornadoes is 28.91.

Waterspout

Background

Waterspouts are weak tornadoes that form over warm water and are most common along the Gulf Coast and southeastern states. Waterspouts occasionally move inland, becoming tornadoes that can cause damage and injury. However, most waterspouts dissipate over the open water threatening only marine and boating interests. Typically, a waterspout is weak and short-lived, and because they are so common, most go unreported unless they cause damage.

Probability and Extent of Future Events

This hazard is considered highly likely to occur.

Tropical Cyclones (Storms and Hurricanes)

Background

Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and whose diameter averages 10 to 30 miles across. A tropical cyclone refers to any such circulation that develops over tropical waters. Tropical cyclones act as a “safety-valve,” limiting the continued build-up of heat and energy in tropical regions by maintaining the atmospheric heat and moisture balance between the tropics and the pole-ward latitudes. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves, and tidal flooding which can be more destructive than cyclone wind.

The key energy source for a tropical cyclone is the release of latent heat from the condensation of warm water. Their formation requires a low-pressure disturbance, warm sea surface temperature, rotational force from the spinning of the earth, and the absence of wind shear in the lowest 50,000 feet of the atmosphere. Most hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which encompasses the months of June through November. The peak of the Atlantic hurricane season is in early to mid-September and the average number of storms that reach hurricane intensity per year in this basin is about 6.

As an incipient hurricane develops, barometric pressure (measured in millibars or inches) at its center falls and winds increase. If the atmospheric and oceanic conditions are favorable, it can intensify into a tropical depression. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center in Miami, Florida. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. Hurricane intensity is further classified by the Saffir-Simpson Scale (**Table 4.14**), which rates hurricane intensity on a scale of 1 to 5, with 5 being the most intense. Storm surge is no longer included in the scale due to fluctuations in wind speed in the span of a hurricane that may not alter the storm surge level.

Located immediately offshore and running parallel to Broward County's 24 miles of shoreline, Florida's coral reef consisting of a ridge complex, inner, middle, and outer reefs provide storm

protection and flood reduction benefits to the County. The physical relief features of coral reefs serve as a natural barrier to shorelines by reducing wave energy. According to Ferrario et al. (2014), on average, coral reefs reduce wave energy by 97%.

Due to its close the proximity to the highly urbanized shoreline of Broward County, the exposure of coral reefs to human-induced impacts coupled with the effects of climate change on ocean chemistry and temperature, and the recent widespread outbreak of stony coral tissue loss disease, resulted in both biological and physical degradation of the coral reef ecosystem. The degradation reduces the capability of coral reefs to act as natural infrastructure to provide shore protection.

The value of US reefs as flood protection against damages to property in Florida is estimated to be \$823 million annually (Storlazzi et al., 2019).

Table 4.13: Saffir-Simpson Hurricane Wind Scale

Category	Maximum Sustained Wind Speed (MPH)	Minimum Surface Pressure (Millibars)
1	74 – 95	Greater than 980
2	96 – 110	979-965
3	111 – 130	964-945
4	131 – 155	944-920
5	155 plus	Less than 920

The Saffir-Simpson Scale categorizes hurricane intensity linearly based upon maximum sustained winds, barometric pressure and, which are combined to estimate potential damage. Categories 3, 4, and 5 are classified as “major” hurricanes, and while hurricanes within this range comprise only 20% of total tropical cyclone landfalls, they account for over 70% of the damage in the United States. **Table 4.15** describes the damage that could be expected for each category of hurricane. Damage during hurricanes may also result from spawned tornadoes, storm surge, and inland flooding associated with heavy rainfall that usually accompanies these storms.

Table 4.14: Hurricane Damage Classifications

Storm Category	Damage Level	Description of Damages	Photo Example
1	MINIMAL	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal flooding and minor pier damage.	
2	MODERATE	Some roofing material, door, and window damage. Considerable damage to vegetation, mobile homes, etc. Flooding damages piers and small craft in unprotected moorings may break their moorings.	
3	EXTENSIVE	Some structural damage to small residences and utility buildings, with a minor amount of curtain wall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures, with larger structures damaged by floating debris. Terrain may be flooded well inland.	
4	EXTREME	More extensive curtain wall failures with some complete roof structure failure on small residences. Major erosion of beach areas. Terrain may be flooded well inland.	
5	CATASTROPHIC	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Flooding causes major damage to lower floors of all structures near the shoreline. Massive evacuation of residential areas may be required.	

Sources: National Hurricane Center; Federal Emergency Management Agency

Location and Spatial Extent

Florida remains one of the most vulnerable states in the U.S. to hurricanes and tropical storms.

By virtue of its geographic location in South Florida, all areas of Broward County are highly susceptible to hurricanes and tropical storm-force winds. Further, the immediate coastal zone and areas along the canals of Broward County are extremely susceptible to potential storm surge inundation resulting from hurricanes and tropical storms, as well as inundation from King Tide events, which will be exacerbated as sea levels rise. The South Florida Water Management District (SFWMD) manages water levels in the canals to reduce saltwater intrusion into the fresh ground water and nearby wellfields that are used for public water supply. SFWMD monitors water levels in the canals carefully and operates a series of water control structures in each canal that have gates which shut when the tailwater levels (ocean side) are higher than headwater levels (inland side), which would allow saltwater to move inland. Examples of the water control structures, which are part of the C&SF System, are the S33 on Canal C-12 (the North Fork of the

New River) and S36 on Canal C-13. These structures are generally west of I-95 about halfway between the I-95 and the Florida Turnpike (one exception is the G54 on the G-15 Canal (the North New River Canal) which is just west of the Florida Turnpike). As sea levels rise, the performance of these gravity based coastal water control structures are being reduced, because discharge rates are a result of the difference between inland water levels and tidal water levels, which are decreasing, in average. Along with sea level rise, other climate impacts, land development, population increase, and aging of the C&SF infrastructure, which was mostly designed and constructed in the 1950's, are significantly impacting the overall performance of the C&SF system.

SFWMD is making significant infrastructure adaptation investments that are needed to successfully continue to implement its mission of safeguarding and restoring South Florida's water resources and ecosystems, protecting communities from flooding, and ensuring an adequate water supply for all of South Florida's needs, today and in the future. As part of the District's commitment to resiliency, alongside local governments, stakeholders, and communities in the region, to address the impacts of these changing conditions on the District's critical assets, water management operations, water supplies, and water resources, the District is developing its Sea Level Rise and Flood Resiliency Plan. The plan compiles a comprehensive list of priority resiliency projects with the goal of reducing the risks of flooding, sea level rise, and other climate impacts on water resources and increasing community and ecosystem resiliency in South Florida.

In addition, the Jacksonville District and the South Florida Water Management District, non-federal partner, initiated the Central and Southern Florida (C&SF) Flood Resiliency Study to identify the need to provide continued flood risk management to reduce the most immediate risk to the C&SF Project due to changing conditions including climate change, sea level change, land development, and population growth in the lower east coast of Florida in Palm Beach, Broward, and Miami-Dade counties. FRM measures to be evaluated may include a combination of structural, non-structural, natural, and nature-based features.

High tailwater generally occurs during high tide conditions and the effect is to block saltwater from travelling farther to the west of the water control structures. Just as these structures are operated in the closed position during high tide, they are also closed during storm surge events, such that the gates would serve to block storm surge from travelling west of the water control structures. While it is conceivable that an extreme event may damage the gates, rendering them inoperable as a defense to storm surge, this is not within the reasonable range of potential events, especially given resilience improvements and redundancies planned and underway to ensure backup energy sources and elevating/hardening of control structures and appurtenant infrastructure. While storm surges typically do not generate notable inundation west of the water control structures, high tides and moderate storm surge have been shown to affect water levels in canals west of the control structures, with the potential to hinder basin drainage. Further increases in sea level combined with intensifying high tides and storm surge will necessitate more significant resilience investments, including the replacement of gravity operated gates with pumps, to manage inland stormwater discharges. Without these investments, overtopping of water control structures is likely, along with severe constraints on stormwater management that will increase the flood risk of low-lying areas both coastal and inland in addition to increasing the risk of saltwater contamination of coastal wellfields.

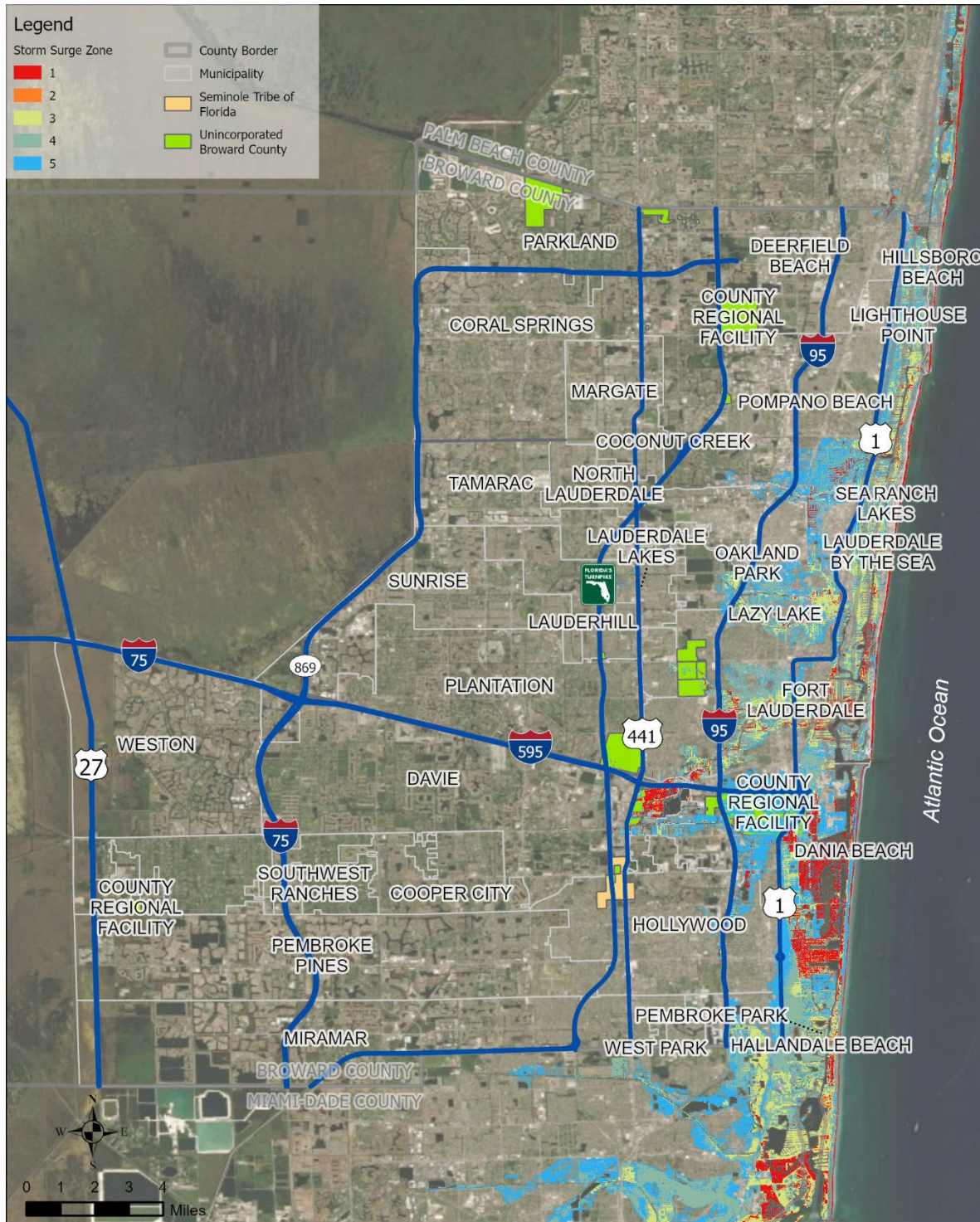
Maps 4.8 and 4.9 illustrate storm surge inundation zones for Broward County derived from Florida Division of Emergency Management's effort to update Regional Evacuation Studies. As part of the statewide study, the DEM managed a separate contract to produce updated LIDAR elevation data, which was completed for about 28,000 square miles across the State of Florida. New Sea, Lake, and Overland Surge from Hurricanes (SLOSH) modeling was then completed for 2 SLOSH basins involved in the update for South Florida: Biscayne Bay for Miami-Dade and Broward Counties, and Florida Bay for Monroe County. Maps 4.9 and 4.10 were developed by BCRED based on the updated 2022 SLOSH modeling results taken from NOAA website. SLOSH is a modeling tool used to estimate storm surge for coastal areas resulting from historical, hypothetical, or predicted hurricanes considering maximum expected levels for pressure, size, forward speed, track, and winds. Therefore, the SLOSH data is best used for defining the potential maximum surge for any location.

Map 4.8: Storm Surge Inundation Zones



Data Source: National Hurricane Center, NOAA Broward County GIS

Map 4.9: Aerial of Storm Surge Inundation



Source: National Hurricane Center, NOAA, Broward County GIS.

Historical Occurrences

According to NOAA historical storm track records, 102 hurricane or tropical storm tracks have passed within 75 miles of Broward County since 1850.⁶ This includes: three Category 5 hurricanes, 8 Category 4 hurricanes, 13 Category 3 hurricanes, 15 Category 2 hurricanes, 18 Category 1 hurricanes, and 51 tropical storms. Of the 106 recorded storm events, 22 had tracks that traversed directly through Broward County. **Table 4.16** provides for each event the date of occurrence, name (if applicable), maximum wind speed (as recorded within 75 miles of Broward County), and Category of the storm based on the Saffir-Simpson Scale.

Table 4.15: Historical Storm Tracks within 75 Miles of Broward County (1850–2022)

Date of Occurrence	Storm Name	Maximum Wind Speed (MPH)	Storm Category
10/17/1859	Unnamed	70	Tropical Storm
11/1/1861	Unnamed	70	Tropical Storm
9/17/1863	Unnamed	70	Tropical Storm
10/23/1865	Unnamed	105	Category 2 Hurricane *
10/11/1870	Unnamed	105	Category 2 Hurricane
10/20/1870	Unnamed	90	Category 1 Hurricane
8/17/1871	Unnamed	115	Category 3 Hurricane
8/25/1871	Unnamed	105	Category 2 Hurricane
10/7/1873	Unnamed	115	Category 3 Hurricane
9/16/1876	Unnamed	70	Tropical Storm
10/20/1876	Unnamed	105	Category 2 Hurricane
7/3/1878	Unnamed	45	Tropical Storm
9/8/1878	Unnamed	70	Tropical Storm
10/22/1878	Unnamed	80	Category 1 Hurricane
8/17/1881	Unnamed	45	Tropical Storm
8/24/1885	Unnamed	80	Category 1 Hurricane
8/24/1886	Unnamed	80	Category 1 Hurricane
8/16/1888	Unnamed	125	Category 3 Hurricane *
9/8/1888	Unnamed	50	Tropical Storm
9/24/1888	Unnamed	45	Tropical Storm
10/6/1889	Unnamed	45	Tropical Storm *
8/24/1891	Unnamed	85	Category 1 Hurricane
10/7/1891	Unnamed	50	Tropical Storm*
6/10/1892	Unnamed	45	Tropical Storm *
9/25/1894	Unnamed	105	Category 2 Hurricane
10/2/1895	Unnamed	60	Tropical Storm
10/16/1895	Unnamed	40	Tropical Storm*
10/9/1896	Unnamed	60	Tropical Storm
8/2/1898	Unnamed	40	Tropical Storm
9/27/1898	Unnamed	40	Tropical Storm
10/11/1898	Unnamed	70	Tropical Storm
7/30/1899	Unnamed	45	Tropical Storm

⁶ These storm track statistics do not include tropical depressions or extratropical storms. Though these related hazard events are less severe in intensity, they may indeed cause significant local impact in terms of rainfall and high winds.

Date of Occurrence	Storm Name	Maximum Wind Speed (MPH)	Storm Category
8/10/1901	Unnamed	45	Tropical Storm*
9/11/1903	Unnamed	85	Category 1 Hurricane*
10/17/1904	Unnamed	80	Category 1 Hurricane
6/17/1906	Unnamed	85	Category 1 Hurricane
10/18/1906	Unnamed	120	Category 3 Hurricane
6/28/1909	Unnamed	50	Tropical Storm*
8/29/1909	Unnamed	50	Tropical Storm
10/11/1909	Unnamed	115	Category 3 Hurricane
10/18/1910	Unnamed	120	Category 3 Hurricane
11/15/1916	Unnamed	80	Category 1 Hurricane
10/20/1924	Unnamed	105	Category 2 Hurricane*
7/27/1926	Unnamed	110	Category 2 Hurricane
9/16/1926	Unnamed	40	Tropical Storm
9/18/1926	Unnamed	140	Category 4 Hurricane
10/21/1926	Unnamed	110	Category 2 Hurricane
8/8/1928	Unnamed	100	Category 2 Hurricane
8/13/1928	Unnamed	60	Tropical Storm
9/16/1928	Unnamed	150	Category 4 Hurricane
9/28/1929	Unnamed	110	Category 2 Hurricane
8/30/1932	Unnamed	65	Tropical Storm
7/30/1933	Unnamed	85	Category 1 Hurricane
9/4/1933	Unnamed	130	Category 4 Hurricane
10/5/1933	Unnamed	130	Category 4 Hurricane
5/27/1934	Unnamed	45	Tropical Storm
9/3/1935	Unnamed	160	Category 5 Hurricane
9/29/1935	Unnamed	115	Category 3 Hurricane
11/4/1935	Unnamed	75	Category 1 Hurricane
6/15/1936	Unnamed	45	Tropical Storm
7/29/1936	Unnamed	65	Tropical Storm
8/11/1939	Unnamed	80	Category 1 Hurricane
10/6/1941	Unnamed	120	Category 3 Hurricane
9/15/1945	Unnamed	140	Category 4 Hurricane*
11/1/1946	Unnamed	45	Tropical Storm
9/17/1947	Unnamed	160	Category 5 Hurricane*
10/12/1947	Unnamed	85	Category 1 Hurricane*
9/22/1948	Unnamed	120	Category 3 Hurricane*
10/5/1948	Unnamed	125	Category 3 Hurricane
8/27/1949	Unnamed	150	Category 4 Hurricane
10/18/1950	King	110	Category 2 Hurricane*
10/2/1951	How	70	Tropical Storm
2/3/1952	Unnamed	50	Tropical Storm*
8/29/1953	Unnamed	50	Tropical Storm*
10/5/1953	Unnamed	40	Tropical Storm
10/9/1953	Hazel	70	Tropical Storm
10/18/1959	Judith	50	Tropical Storm
9/10/1960	Donna	140	Category 4 Hurricane
8/27/1964	Cleo	105	Category 2 Hurricane*
10/14/1964	Isbell	125	Category 3 Hurricane*
9/8/1965	Betsy	125	Category 3 Hurricane
10/4/1966	Inez	85	Category 1 Hurricane

Date of Occurrence	Storm Name	Maximum Wind Speed (MPH)	Storm Category
10/2/1969	Jenny	45	Tropical Storm
8/19/1976	Dottie	40	Tropical Storm*
9/3/1979	David	100	Category 2 Hurricane
8/18/1981	Dennis	40	Tropical Storm
9/27/1984	Isidore	60	Tropical Storm
7/24/1985	Bob	45	Tropical Storm
10/12/1987	Floyd	75	Category 1 Hurricane
10/16/1991	Fabian	45	Tropical Storm
8/24/1992	Andrew	160	Category 5 Hurricane
11/16/1994	Gordon	50	Tropical Storm
8/2/1995	Erin	85	Category 1 Hurricane
8/24/1995	Jerry	40	Tropical Storm
11/5/1998	Mitch	65	Tropical Storm
9/21/1999	Harvey	60	Tropical Storm*
10/15/1999	Irene	75	Category 1 Hurricane*
8/13/2004	Charley	145	Category 4 Hurricane
9/5/2004	Frances	110	Category 2 Hurricane
9/26/2004	Jeanne	120	Category 3 Hurricane
8/25/2005	Katrina	80	Category 1 Hurricane
10/24/2005	Wilma	105	Category 2 Hurricane
8/30/2006	Ernesto	70	Tropical Storm
8/20/2008	Fay	80	Tropical Storm
7/24/2008	Bonnie	45	Tropical Storm
8/2/2013	Dorian	39	Tropical Storm
09/09/2017	Irma	70	Tropical Storm
09/02/2018	Gordon	50	Tropical Storm
11/08/2020	Eta	56	Tropical Storm
09/27/2022	Ian	55	Tropical Storm

* Storm track traversed through Broward County.

Source: NOAA National Centers for Environmental Information, 2022

Some of the more notable historical tropical cyclone events for Broward County are described below:

October 18, 1906, Hurricane

A hurricane moved across the Florida Keys and passed over Miami on October 18 as a Category 3 storm resulting in the loss of 134 lives.

September 18, 1926, Hurricane

The eye of the hurricane moved directly over Miami on the morning of September 18, leaving approximately 100 dead. The storm continued northwestward across South Florida and entered the Gulf of Mexico at Fort Myers. Northeast winds from the storm raised Lake Okeechobee water levels above the low dike on the south end of the lake near Moore Haven. Approximately 3 miles of dike failed, sending 10-to-12-foot floodwaters into Moore Haven and at least 5-foot-deep floodwaters into Clewiston, 16 miles to the southeast.

September 16, 1928, Hurricane [Okeechobee Hurricane]

A Category 4 hurricane made landfall near Palm Beach on September 16 with a central pressure of 929 millibars. The center passed near Lake Okeechobee, causing the lake to overflow its banks and inundate the surrounding area to a depth of 6 to 9 feet. An estimated 1,836 people died in Florida, primarily due to the lake surge. Damage to property was estimated at \$25 million in Florida.

September 3, 1935 [Labor Day Hurricane]

This hurricane is one of the most severe hurricanes ever recorded in Florida. With winds more than 200 miles per hour, the storm passed over the Florida Keys on September 2 with a minimum barometric pressure of 26.35 inches. Three relief-work camps, inhabited by veterans of World War I, were destroyed. The American Red Cross estimates that 408 lives were lost.

September 3, 1979, Hurricane David

Hurricane David, a category 2 storm, made landfall north of Palm Beach and caused an estimated \$476 million in damages.

August 24, 1992, Hurricane Andrew

Hurricane Andrew made a memorable landfall in South Miami-Dade County, causing estimated damages more than \$26 billion in damages. Andrew produced approximately 7 inches of rain, sustained winds of 165 miles per hour, a maximum storm tide of 16 feet, and a total of 96 deaths (including Louisiana). In all, Andrew destroyed 25,000 homes and significantly damaged more than 100,000 others in South Florida. Two weeks after the hurricane, the U.S. military deployed nearly 22,000 troops to aid in the recovery efforts, the largest military rescue operation in U.S. history. When Hurricane Andrew hit southeast Miami-Dade County, flying debris in the storm's winds knocked out most ground-based wind measuring instruments, and widespread power outages caused electric-based measuring equipment to fail. The winds were so strong many wind-measuring tools were incapable of registering the maximum winds. Surviving wind observations and measurements from aircraft reconnaissance, surface pressure, satellite analysis, radar, and distribution of debris and structural failures were used to estimate the surface winds. Although originally classified as a Category 4 storm, extensive post-impact research led to the reclassification of Andrew as a Category 5 hurricane in 2002.

Augusts 2, 1995 Hurricane Erin

Erin, a tropical storm in the central Bahamas, strengthened to minimal hurricane intensity, before moving ashore near Vero Beach. Erin moved across central Florida as a tropical storm then moved into the northeast Gulf of Mexico where it intensified to hurricane strength before moving ashore a final time near Pensacola. In southeast Florida maximum winds gusts were 37 knots at Miami Beach with the lowest pressure of 1000.9 millibars at West Palm Beach International Airport. An unscientific study estimated that lost productivity in Dade, Broward, and Palm Beach counties, caused by the approach of Erin, amounted to \$200 million.

November 5, 1998, Tropical Storm Mitch

Tropical Storm Mitch, once a powerful Category 5 storm, crossed South Florida at Monroe and Palm Beach counties at tropical storm strength. The storm caused gusty winds, severe thunderstorms, tornadoes, and beach erosion. Property damage was estimated at \$30 million.

September 13–22, 1999 Hurricane Floyd

Hurricane Floyd was an enormous Category 4 storm that skirted the southeast Florida coast with minimal effects, mostly to marine interests. Most areas reported maximum sustained winds of 25 to 30 miles per hour, which caused very minor damage, mainly to trees and some utility lines. Rainfall amounts were unusually light with less than 1/2 inch reported at all official stations in South Florida. The storm surge ranged from 3.3 feet above normal in Palm Beach County to 1.5 feet above normal in Miami-Dade County, causing mostly minor beach erosion. Other marine damage occurred to sea walls and small boats. Floyd's unpredictable path led to the largest peacetime evacuation in U.S. history as over a million people sought refuge. Floyd did not make landfall in Florida, but created flooding, beach erosion, and resulted in nearly \$68 million in property damages.

October 15, 1999, Hurricane Irene

Hurricane Irene was a Category 1 storm as it made landfall in Monroe and Miami-Dade counties, moving southwest to northeast. It moved northeast across central Miami-Dade and Broward counties before exiting into the Atlantic on October 16 near Jupiter in northeast Palm Beach County. The storm caused major flooding due to 9-18 inches of rainfall, beach erosion, and minor wind damages. Heavy rains and sustained winds of tropical storm force caused widespread flooding and power outages in the metropolitan areas of Broward County. 4 tornadoes touched down in Broward and Palm Beach counties, injuring 3 persons. Damage in southeast Florida, mainly from flooding is estimated near \$600 million which includes \$335 million in agricultural losses. An estimated 700,000 customers lost electricity. Flooding in a few residential areas lasted for a week displacing several hundred persons and isolating thousands more. Other long-term ecological repercussions may be experienced from the flooding rains such as the effects of high water on Everglade's hammocks, and the effects of excessive fresh-water runoff on estuaries.

September 5, 2004, Hurricane Frances

Hurricane Frances made landfall at Seawalls Point in Martin County as a Category 2 hurricane. Frances moved farther inland just north of Lake Okeechobee and weakened to a tropical storm before crossing the entire Florida Peninsula and exiting into the Gulf of Mexico just north of Tampa. The highest measured sustained wind at Fort Lauderdale-

Hollywood International Airport was 41 miles per hour with a peak gust of 55 miles per hour. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast. 2 vehicle-related deaths were reported in Broward County. Florida Power and Light (FPL) reported power outages occurred to 423,000 customers in Broward. An estimated 7,000 persons sought refuge in public shelters in Broward County. Wind damage to house roofs, mobile homes, trees, power lines, signs, screened enclosures, and outbuildings occurred over much of southeast Florida, but was greatest in Palm Beach County. Preliminary property damage in South Florida is estimated at \$620 million, including \$80 million in Broward County.

September 26, 2004, Hurricane Jeanne

Hurricane Jeanne made landfall as a Category 3 hurricane near the south end of Hutchinson Island, nearly coincident with the landfall point of Hurricane Frances only 3 weeks before. After landfall Jeanne initially moved along a track like Frances, just north of Lake Okeechobee as it weakened to a tropical storm then it turned to the northwest and moved over the northwest Florida. Although slightly smaller and stronger than Hurricane Frances, winds and pressures over southeast Florida were remarkably like Frances. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast. Property damage from storm surge and winds at the coast occurred to condos, marinas, piers, seawalls, bridges, and docks, as well as to boats and a few coastal roadways. Preliminary property damage in southeast Florida is estimated at \$330 million, including \$50 million in Broward. Florida Power and Light reported outages occurred to 165,900 customers in Broward County.

August 25, 2005, Hurricane Katrina

Hurricane Katrina made landfall as a Category 1 hurricane along the southeast Florida coast. The center of the 25-mile-wide eye of Katrina made landfall near the Broward/Miami-Dade County border then moved toward the southwest across central and southwest Miami-Dade County, passing directly over the National Weather Service (NWS) Office in Sweetwater. Katrina weakened to a tropical storm before exiting the Florida peninsula into the Gulf of Mexico then quickly regained hurricane strength (and would later strike the Mississippi and Louisiana coast). Maximum sustained winds measured at the NWS Automated Surface Observing System (ASOS) sites included 60 miles per hour at Fort Lauderdale-Hollywood International Airport. The maximum ASOS-measured peak wind gusts included 82 miles per hour at Fort Lauderdale-Hollywood International Airport, and other unofficial peak wind gust measurements included 92 miles per hour at Port Everglades. Mostly minor beach erosion and isolated incidence of coastal flooding were observed. Total damage in South Florida was estimated at around \$100 million. Wind damage was mainly to vegetation, signs, and watercraft. Winds and flooding combined caused an estimated \$423 million in losses to agriculture and nurseries.

October 24, 2005, Hurricane Wilma

Hurricane Wilma made landfall as a Category 3 storm on the southwest Florida coast between Everglades City and Cape Romano in Collier County. Wilma exhibited a very large 55- to 65-mile-wide eye while crossing the state, and the eye



Hurricane Wilma caused extensive damage throughout Broward County.

covered large portions of South Florida, including most of Broward County with maximum sustained winds of 125 miles per hour and an estimated minimum central pressure of 950 millibars. The highest recorded gusts were in the 100-120 miles per hour range.

An interesting and revealing aspect of Wilma was the wind field in the eye wall. The winds on the back (south/west) side of the eye wall were as strong, if not stronger, than those on the front (north/east) side. This goes against the common, but sometimes erroneous, belief that the strongest winds in a hurricane are always in the right-front quadrant of the storm. This occurred over much of South Florida, and likely contributed to the heavier damage across Broward and Palm Beach counties compared to slightly lesser damage across much of Miami-Dade and Collier counties.

Wilma moved rapidly northeast across the state, with an average forward speed of 25 miles per hour, exiting the east coast over northeastern Palm Beach County near Palm Beach Gardens on the morning of October 24th as a Category 2 hurricane with maximum sustained winds of around 105 miles per hour. Damage was widespread, with large trees and power lines down virtually everywhere. Structural damage was heaviest in Broward and Palm Beach counties where roof damage and downed or split power poles were noted. The hurricane particularly affected older structures in downtown Ft. Lauderdale like the Broward County Courthouse, School Board Building, and other tall office buildings constructed before the post-Hurricane Andrew-era of more stringent wind protection standards. The glass façades of several downtown buildings, including the Templeton Building, were sheared off. Hurricane Wilma caused \$20.6 billion worth of damage in Florida.

October 5, 2016, Hurricane Matthew

Hurricane Matthew was a powerful and devastating tropical cyclone which became the first Category 5 Atlantic hurricane since 2007. The thirteenth named storm, fifth hurricane and second major hurricane of the 2016 Atlantic hurricane season, Matthew wrought widespread destruction and catastrophic loss of life during its journey across the Western Atlantic. A total of 47 deaths have been attributed to the storm in Florida. Although Broward County did not take a direct hit from Matthew, 8,980 Florida Power and Light customers lost power as the storm passed to the east, and while damage was primarily confined to the coast, Matthew caused widespread debris and flooding.

September 10, 2017, Hurricane Irma

Hurricane Irma was an extremely powerful Cape Verde hurricane that caused widespread destruction across its path. Irma was the first Category 5 hurricane to strike the Leeward Islands on record, followed by Maria two weeks later. It was the ninth named storm, fourth hurricane, second major hurricane, and first Category 5 hurricane of the 2017 season. Irma caused widespread and catastrophic damage, particularly in the Florida Keys, and was the first major hurricane to make landfall in Florida at since Wilma in 2005. Irma made landfall in Cudjoe Key at 1:00 PM on September 10 as a Category 4 with winds of 130 mph. After passing over land and reentering the Gulf of Mexico, it made another landfall in Marco Island as a weakened Category 3. Once Irma had moved inland, it began to accelerate to the north-northwest, while rapid weakening began to occur due to the increasing wind shear, land interaction, and dry air, with the storm falling below Category 3 intensity hours after landfall. Passing east of Tampa as a weakening Category 1 hurricane around 06:00 UTC on September 11, Irma continued to weaken as most of the deep convection became more spread out towards the northern semi-circle of the circulation –

though it retained a large wind field, with most of Florida experiencing gale-force winds. Broward County experienced Category 1-2 wind conditions and wave inundation of approximately 3 feet. Minor beach erosion occurred along the Broward County coastline. In addition, Broward County had 21 fatalities, the most of any county in Florida. Among those deaths were 12 people at a nursing home in Hollywood. The patients died from the heat worsened by a lack of air conditioning.

October 10, 2018, Hurricane Michael

Hurricane Michael was a very powerful and destructive cyclone that became the first Category 5 hurricane to make landfall in the contiguous United States since Andrew in 1992. It was the third most intense Atlantic hurricane to make landfall in the contiguous United States in terms of pressure, behind the 1935 Labor Day hurricane and Hurricane Camille in 1969. Michael was the thirteenth named storm, seventh hurricane, and second major hurricane of the 2018 Atlantic hurricane season. As it approached the Florida panhandle, it reached Category 5 status with peak winds of 161 mph and made landfall near Mexico Beach on October 10th.

August 28, 2019, Hurricane Dorian

Hurricane Dorian was an extremely powerful and catastrophic Category 5 Atlantic hurricane. It was also one of the most powerful hurricanes recorded in the Atlantic Ocean, with its winds peaking at 185 mph. Dorian was the fourth named storm, second hurricane, the first major hurricane, and the first Category 5 hurricane of the 2019 Atlantic hurricane season. In preparation for the storm, several states including Florida declared state of emergency, with many coastal counties issuing mandatory evacuation orders. After striking the Bahamas and weakening considerably, Dorian began moving northwestward on September 3, parallel to the east coast of Broward County. Dwindling in strength, the hurricane turned to the northeast the next day and made landfall on Cape Hatteras as a Category 2 on September 6.

September 14, 2020, Hurricane Sally

Hurricane Sally is remembered as a destructive and slow-moving Atlantic hurricane. It was the eighteenth named storm and the seventh hurricane of the 2020 Atlantic hurricane season. In South Florida including Broward County, heavy rain led to localized flash flooding. The area between Mobile, Alabama and Pensacola-Gulf Breeze, Florida were impacted the most severely with widespread wind damage, storm surge flooding, and over 30 inches of rainfall within a 48-hour period.

September 23, 2022, Hurricane Ian

Hurricane Ian was the third-costliest weather disaster on record, and the deadliest hurricane to strike Florida since the 1935 Labor Day hurricane. It was the ninth named storm, the fourth hurricane, and the second major hurricane of the 2022 Atlantic hurricane season. Ian was the strongest hurricane to strike Florida since Hurricane Michael in 2018. It became a high-end Category 4 hurricane with sustained winds up to 155 mph early on September 28, while progressing towards the west coast of Florida. Ian made landfall just below peak intensity in southwest Florida on Cayo Costa Island. It was the 5th-strongest hurricane on record to make landfall in the contiguous United States. Ian caused 149 deaths in Florida and caused catastrophic damage with losses estimated to be \$113 billion. Much of the damage was from flooding brought about by a storm surge of 10–15 ft. The cities of Fort Myers, Cape Coral, and Naples were particularly hard hit, leaving millions without power and numerous inhabitants forced to climb to their roofs to escape the flood waters. Sanibel Island, Fort Myers Beach, and Pine Island were decimated by the storm surge, which destroyed nearly all standing structures and damaged both the Sanibel Causeway and the Matlacha Bridge to Pine Island,

entrapping those left on the islands for several days. Across South Florida, peak winds were in the 45-70 mph range. A total of 13 reported tornadoes were spawned by Ian on Tuesday, September 27th and early on Wednesday, September 28th as it was approaching the Southwest Florida coast. The strongest was an EF-2 in the Delray Beach area of Palm Beach County. In Broward County, Ian spawned at least two tornadoes, one of which damaged several aircraft at North Perry Airport. Total rainfall amounts from 8 AM on September 26th to 8 AM on September 29th ranged from 4-10 inches across southern Florida. The highest rainfall amounts occurred in the day or two leading up to Ian's landfall. The highest amount was over western metro Broward County, ranging from 8-10 inches.

November 10, 2022, Hurricane Nicole

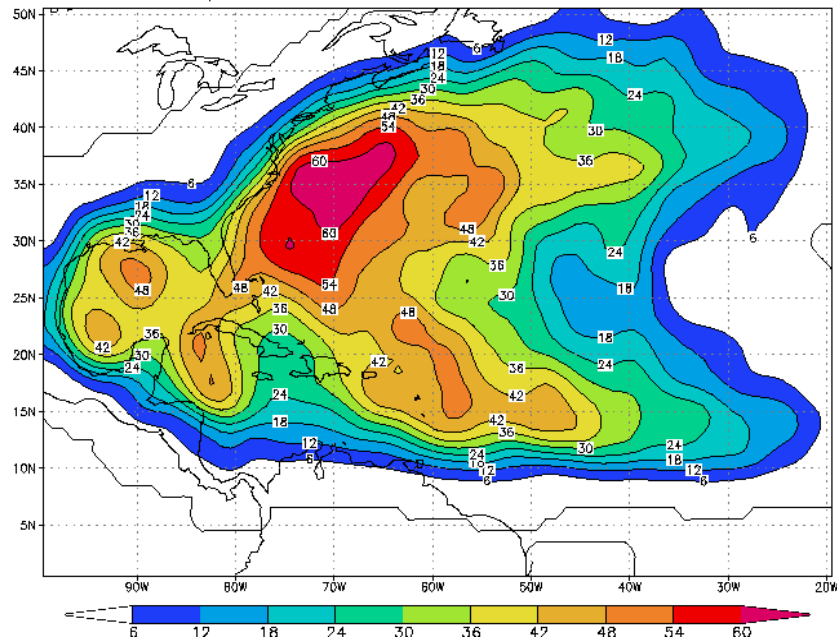
After moving over Great Abaco and Grand Bahama islands, Hurricane Nicole turned to the northwest as it approached Florida. It made landfall on at 3 AM on November 10th south of Vero Beach as a Category 1 hurricane. Nicole's large wind field produced tropical storm force winds along the Southeast Florida Coast including Broward County. The highest sustained winds ranged from 40-45 mph across the coastal sections of Broward County, with a peak measured sustained wind of 43 mph at Dania Pier at 3:50 AM on November 9th. The highest measured wind gust was 59 mph at Dania Pier at 10:15 PM on November 8th. Wind damage was minor, and a total of 13,790 customers lost power across all of Broward County. Tidal flooding and beach erosion occurred from Miami-Dade County north through the Palm Beaches. Across Southeast Florida, total rainfall ranged from 3-5 inches.

Probability and Extent of Future Events

The probability of future tropical storm/hurricane events in Broward County is considered highly likely. According to statistical data provided by the National Hurricane Center, the annual probability of a hurricane and tropical storm affecting the area is between 48 and 54% per year. This empirical probability is consistent with other scientific studies and observed historical data made available through a variety of federal, state, and local sources. Additional data made available through NOAA indicate that the return period for a Category 3 hurricane in Broward County is between 9 and 15% per year. In the future Broward County could be expected to be hit by tropical storms/hurricanes with wind speeds up to 160 mph and storm surge with storm tide heights up to 9.5 feet and inundation depths up to 6.5 feet at Moffett Street/NE 14th Avenue in Hallandale Beach [from the 2010 Florida Statewide Regional Evacuation Study Program Storm Tide Atlas for Broward].

Figure 4.10 shows for any location what the chance is that a tropical storm or hurricane will affect the area sometime during the Atlantic hurricane season. This illustration was created by the National Oceanic and Atmospheric Administration's Hurricane Research Division using data from 1944 to 1999 and counting hits when a storm or hurricane was within approximately 100 miles (165 km) of each location.

Figure 4.10: Empirical Probability of a Named Hurricane or Tropical Storm



Source: National Oceanic and Atmospheric Administration, Hurricane Research Division

Table 4.17 profiles the potential peak gust wind speeds in miles per hour (MPH) that could be expected in Broward County during a hurricane event for various return periods.

Table 4.16: Average Expected Hurricane Wind Speeds (Peak Gust) by Jurisdiction

Jurisdiction	Wind Speed [MPH] vs. Return Periods [Year]						
	10	20	50	100	200	500	1000
Coconut Creek	85	103	120	131	140	152	161
Cooper City	85	103	121	132	142	154	162
Coral Springs	85	102	120	131	140	152	161
County Regional Facility	85	103	121	132	142	154	163
Dania Beach	85	104	122	132	143	155	164
Davie	85	103	121	132	142	154	162
Deerfield Beach	86	103	120	131	141	154	162
Fort Lauderdale	81	104	121	132	142	154	163
Hallandale Beach	86	104	122	133	143	156	165
Hillsboro Beach	87	104	122	133	142	155	164
Hollywood	85	104	122	133	143	155	164
Lauderdale-By-The-Sea	86	104	121	133	142	155	163

Jurisdiction	Wind Speed [MPH] vs. Return Periods [Year]						
	10	20	50	100	200	500	1000
Lauderdale Lakes	85	103	121	131	141	154	162
Lauderhill	85	103	120	131	141	153	162
Lazy Lake	86	104	121	132	142	155	163
Lighthouse Point	86	104	121	132	142	155	164
Margate	85	103	120	131	140	153	161
Miramar	85	103	121	133	142	155	164
North Lauderdale	85	103	120	131	141	153	161
Oakland Park	85	103	121	132	142	154	162
Parkland	85	102	120	131	140	152	160
Pembroke Park	85	104	122	133	143	156	165
Pembroke Pines	85	103	121	132	142	155	163
Plantation	85	103	121	131	141	153	162
Pompano Beach	86	103	121	132	141	154	163
Sea Ranch Lakes	86	104	122	133	143	155	164
Seminole Tribe of Florida	85	103	121	132	142	154	163
Southwest Ranches	85	103	120	131	141	153	161
Sunrise	85	103	120	131	141	153	161
Tamarac	85	103	120	131	141	153	161
Broward Municipal Services Districts	85	103	120	131	141	153	161
West Park	85	104	122	133	143	156	165
Weston	85	102	120	131	140	152	160
Wilton Manors	85	103	121	132	142	154	163

Source: Hazus-MH MR5 Scenario Based on Hurricane Wilma

Vulnerability Assessment

Two methods were utilized to estimate potential losses caused by tropical cyclones. Hazus-MH was utilized to conduct a loss estimation analysis for hurricane wind, while a separate GIS-based analysis was completed for storm surge inundation using NOAA's SLOSH data in combination with Broward County's local tax assessor records. These analyses are more thoroughly described earlier in this section under "risk assessment methods," and the results are provided below. See Appendix J for information on housing vulnerability to hurricane wind.

Hurricane Wind

Hazus-MH wind speed data, inventory and damage functions, and methodology were used to determine the annual expected losses due to hurricane wind. **Table 4.18** shows annualized property losses and annualized percent loss ratios by jurisdiction.

Table 4.17: Potential Annualized Losses by Jurisdiction (Hurricane Wind)

Jurisdiction	Total Exposure	Annualized Losses For Residential Buildings at Risk	Annualized Losses For Commercial Buildings at Risk	Total Annualized Expected Property Losses	Annualized Percent Loss Ratio
Coconut Creek	\$3,061,603,270	\$20,077,953	\$2,701,953	\$22,779,906	0.85%
Cooper City	\$1,943,657,150	\$14,283,112	\$945,406	\$15,228,518	0.85%
Coral Springs	\$8,134,798,700	\$50,443,688	\$58,811,868	\$59,255,556	0.81%
Dania Beach	\$1,878,435,580	\$11,253,369	\$4,220,747	\$15,474,116	1.02%
Davie	\$6,711,031,880	\$53,307,442	\$6,752,467	\$60,059,909	1.05%
Deerfield Beach	\$5,161,599,440	\$29,645,076	\$5,872,001	\$35,517,077	0.85%
Fort Lauderdale	\$22,130,694,710	\$131,927,103	\$37,961,493	\$169,888,596	0.88%
Hallandale Beach	\$3,836,691,130	\$38,926,804	\$3,890,859	\$42,817,663	1.16%
Hillsboro Beach	\$810,574,300	\$9,378,275	\$81,263	\$9,459,538	1.17%
Hollywood	\$10,029,588,340	\$65,836,859	\$13,482,769	\$79,319,628	0.91%
Lauderdale-By-The-Sea	\$1,739,928,950	\$16,193,293	\$806,623	\$16,999,916	0.98%
Lauderdale Lakes	\$1,152,461,750	\$7,078,126	\$1,087,491	\$8,165,617	0.85%
Lauderhill	\$2,492,601,430	\$15,717,939	\$1,905,096	\$17,623,035	0.83%
Lazy Lake	\$4,107,550	\$32,860	\$0	\$32,860	0.80%
Lighthouse Point	\$1,261,700,120	\$10,140,074	\$730,255	\$10,870,329	0.87%
Margate	\$2,296,212,030	\$12,990,439	\$2,155,018	\$15,145,457	0.74%
Miramar	\$7,475,638,380	\$64,704,961	\$6,742,450	\$71,447,411	1.07%
North Lauderdale	\$1,260,435,790	\$8,191,643	\$872,629	\$9,064,272	0.83%
Oakland Park	\$2,473,754,560	\$12,110,730	\$3,279,496	\$15,390,226	0.79%
Parkland	\$2,682,321,260	\$21,170,976	\$426,482	\$21,597,458	0.86%
Pembroke Park	\$404,154,300	\$1,362,551	\$513,828	\$1,876,379	1.12%
Pembroke Pines	\$10,247,846,250	\$83,973,781	\$11,133,727	\$95,107,508	1.00%
Plantation	\$6,803,128,100	\$41,173,210	\$9,405,538	\$50,578,748	0.82%
Pompano Beach	\$8,981,181,420	\$53,315,183	\$7,475,290	\$60,790,473	0.88%
Sea Ranch Lakes	\$110,763,020	\$927,402	\$113,770	\$1,041,172	0.94%
Southwest Ranches	\$890,133,450	\$7,821,244	\$324,963	\$8,146,207	1.11%
Sunrise	\$5,308,400,300	\$24,191,394	\$10,316,132	\$34,507,526	0.80%
Tamarac	\$3,283,696,510	\$20,394,375	\$2,363,439	\$22,757,814	0.76%
Broward Municipal Services Districts	\$1,106,396,610	\$3,155,168	\$1,911,498	\$5,066,666	0.98%
West Park	\$331,537,990	\$1,848,026	\$364,252	\$2,212,278	0.84%
Weston	\$6,490,572,820	\$60,142,219	\$5,392,299	\$65,534,518	1.09%
Wilton Manors	\$941,493,080	\$6,845,365	\$940,569	\$7,785,934	0.82%
TOTAL	\$131,437,140,170	\$898,560,640	\$152,981,671	\$1,051,542,311	0.92%

Source: Broward County Property Appraiser and Hazus-MH MR2, FEMA's National Risk Index, 2022

According to FEMA's National Risk Index, the Expected Annual Loss from hurricanes in Broward County is \$9.9M, with a total exposure of \$13T. While the Historic Loss Ratio is Very Low, Broward

County's Expected Annual Risk Score for hurricanes is Relatively High at 26.68. The Risk Index Score for hurricanes is 28.91.

Future Risk Conditions Influencing Hurricane Wind Speeds

Climate change will have an impact on future hurricane wind speeds. While the impacts of sea level rise are discussed in greater detail in a subsection dedicated to this subject in Chapter 4, the following results of climate change and sea level rise, will impact storm surge levels in Broward County.

In conclusion, the impacts of climate change will likely exacerbate the severity of future hurricane events. One interesting factor from the 2011 SFWMD report is that, due to increased wind shear over the Atlantic basin, that the number of tropical storms and hurricanes may decrease 6-34%.

Storm Surge

The level of exposure and potential loss estimates for storm surge were generated based on inundation zones derived from the 2014 NOAA SLOSH data described earlier in this section (and shown in Map 4.9) in combination with Broward County's geo-referenced parcel data and tax assessor records. To complete the analysis, every individual land parcel that is located wholly or partially within a storm surge inundation zone for a Category 3 storm event was identified, by jurisdiction. This analysis is intended for use as a general planning tool to provide reasonable estimates of potential at-risk properties using best available geo-referenced data. It is important to note that while using best readily available data, this GIS-based assessment does not consider certain unknown site-specific factors that may mitigate future storm surge losses on a building-by-building basis (such as elevation, surrounding topography, flood-proofing measures, structural projects, etc.).

The objective of the GIS-based analysis is to calculate the total building value of all potentially at-risk properties in Broward County, by jurisdiction. Annualized loss estimates were then calculated based on the assumption of total building loss (worst case scenario) for those properties expected to be inundated during a Category 3 storm event based on the NOAA SLOSH data. In so doing, total exposed building value for each jurisdiction was multiplied by .09 (9% annual chance for Category 3 hurricane based on NOAA probability data⁷). The results of the GIS-based storm surge analysis for Broward County are provided in **Table 4.18**.

Future Risk Conditions Influencing Storm Surge Levels

The impacts of climate change and the associated sea level rise will have considerable impact on future storm surge levels. While the impacts of sea level rise are discussed in greater detail in a subsection dedicated to this subject later in Chapter 4, the following results of climate change and sea level rise, as documented by the 2011 SFWMD report, will impact storm surge levels in Broward County:

⁷ While NOAA probability data indicate the annual percent chance of a Category 3 event in Broward County is between 9 and 15%, the lower figure of 9% was utilized based on the lower likelihood of all conditions (storm direction and speed, tidal cycle, etc.) necessary for what would be considered a maximum "worst case" storm surge event.

- Inundation of coastal properties by higher sea level and reduced effectiveness of existing storm surge barriers in Broward County
- Higher storm surge levels

In conclusion, the impacts of climate change, global warming, and sea level rise will likely exacerbate the severity of future storm surge events. Thus, this hazard is considered highly likely to occur. Additional factors that could mitigate storm surge include the construction of additional structures on the canal system closer to the Atlantic Ocean that would block even more inland storm surge penetration via the canals. One interesting factor from the 2011 SFWMD report is that, due to increased wind shear over the Atlantic basin, that the number of tropical storms and hurricanes may decrease 6-34%. For more information about climate change, refer to the “Sea Level Rise/Climate Change” part in this section (starting p.138) and the Economic Hot Spot Profiles of Chapter 5.

Table 4.18: Total Building Value of At-Risk Properties by Jurisdiction (Based upon a Category 3 Storm Surge)

Jurisdiction	Number of At-Risk Properties	Total Building Value	Annualized Loss Estimate
Coconut Creek	0	\$0.00	\$0.00
Cooper City	0	\$0.00	\$0.00
Coral Springs	0	\$0.00	\$0.00
Dania Beach	984	\$709,977,650.00	\$63,897,988.50
Davie	246	\$982,643,980.00	\$88,437,958.20
Deerfield Beach	648	\$251,459,500.00	\$22,631,355.00
Fort Lauderdale	9900	\$10,535,176,680.00	\$948,165,901.20
Hallandale Beach	1080	\$714,584,710.00	\$64,312,623.90
Hillsboro Beach	75	\$239,122,050.00	\$21,520,984.50
Hollywood	3018	\$2,262,823,000.00	\$203,654,070.00
Lauderdale-By-The-Sea	620	\$287,203,020.00	\$25,848,271.80
Lauderdale Lakes	1	\$13,711,430.00	\$1,234,028.70
Lauderhill	9	\$26,876,130.00	\$2,418,851.70
Lazy Lake	0	\$0.00	\$0.00
Lighthouse Point	1870	\$1,119,906,350.00	\$100,791,571.50
Margate	0	\$0.00	\$0.00
Miramar	0	\$0.00	\$0.00
North Lauderdale	0	\$0.00	\$0.00
Oakland Park	996	\$393,705,300.00	\$35,433,477.00
Parkland	0	\$0.00	\$0.00
Pembroke Park	13	\$41,521,890.00	\$3,736,970.10
Pembroke Pines	0	\$0.00	\$0.00
Plantation	26	\$49,479,510.00	\$4,453,155.90

Jurisdiction	Number of At-Risk Properties	Total Building Value	Annualized Loss Estimate
Pompano Beach	4040	\$1,511,731,930.00	\$136,055,873.70
Sea Ranch Lakes	90	\$88,171,610.00	\$7,935,444.90
Southwest Ranches	0	\$0.00	\$0.00
Sunrise	0	\$0.00	\$0.00
Tamarac	6	\$554,410.00	\$49,896.90
Broward Municipal Services Districts	31	\$1,286,029,070.00	\$115,742,616.30
West Park	0	\$0.00	\$0.00
Weston	0	\$0.00	\$0.00
Wilton Manors	1300	\$514,007,610.00	\$46,260,684.90
TOTAL	24953	\$21,028,685,830.00	\$1,892,581,724.70

Sources: Broward County Property Appraiser GIS; July 2017 Download of NOAA SLOSH Model Data

Hydrologic Hazards

For the purposes of this vulnerability assessment hydrologic hazards are defined as events or incidents associated with water related damage. Hydrologic hazards account for over 75% of Federal disaster declarations in the United States, with annual costs averaging billions of dollars. Hydrologic hazards included in this section are coastal erosion, drought, flood, and rip current.

Coastal Erosion

Background

Coastal erosion is measured as the rate of change in the position of the shoreline or a reduction in the volume of sand along a shoreline over a period. The root cause of beach erosion is a deficit of sand in the littoral system (region between the limits of high and low tides), caused by development on or adjacent to beaches, removal of dunes, damming of rivers, and/or blockage of the alongshore movement of sand by groins, jetties, or stabilized inlets. Significant short-term fluctuations of shoreline position and sand volume can result from storms-driven waves, but chronic erosion is an effect of a shortage of sand combined with storms and disruption of sand movement. Natural recovery from erosion can take months or years, and in a sand-starved beach system, may never occur. If a beach and dune system does not recover naturally, coastal and upland property may be exposed to further damage in subsequent storm events. Death and injury are not often associated with coastal erosion; however, it can cause the destruction of buildings and infrastructure.

Most Broward County beaches are subject to periodic beach renourishment, which is the mechanical infusion of sand from sources relatively remote from the beach. Historically, the County's beach renourishment program is a partnership of local government, the State of Florida, and the Federal Government through the US Army Corps of Engineers. Since 1970, nearly 11 million cubic yards of sand has been placed on approximately 12 of the County's 24 miles of

beach in 10 partnered projects. Broward County's shoreline is fully developed, with little of the original dune systems intact. The County strives to maintain a berm (beach) width of approximately 50-100 feet, which provides the minimally adequate level of both recreational beach space and storm wave protection for upland development. The beach is subject to 2 types of weather hazards: northeasterly low-pressure systems (nor'easters) and tropical systems. The Florida Department of Environmental Protection has estimated that 21.3 of the 24 miles of Broward County's beaches are critically eroded.⁸ Three critical erosion areas (21.3 miles) are specifically identified.

1. Segment I: The south end of Deerfield Beach and the entire Town of Hillsboro Beach along northern Broward County is a 3.2 mile long critically eroded area (R6-R23). Private development is vulnerable throughout this area. Some seawalls exist in Hillsboro Beach and a boulder mound groin field exists along the Deerfield Beach shoreline. In 2011, the cities of Hillsboro Beach and Deerfield Beach completed a beach renourishment project for the southern 500 feet of Deerfield Beach and the northern 5,750 feet for Hillsboro Beach. The "Hillsboro-Deerfield Beach Renourishment Project" placed 340,000 cubic yards of sand on these beaches.⁹
2. Segment II: South of Hillsboro Inlet and extending for 10 miles along Pompano Beach, Sea Ranch Lakes, Lauderdale-By-The-Sea, and Ft. Lauderdale is a continuous critically eroded area (R25-R77) that threatens development and recreational interests including State Road A1A. A beach restoration project has been constructed at Pompano Beach and Lauderdale-By-The-Sea, and inlet sand transfer is ongoing at Hillsboro Inlet. Numerous bulkheads and retaining walls also exist along this stretch of coast.
3. The Segment II Renourishment Project was completed in 2016. Approximately 750,000 cubic yards sand was delivered between Hillsboro Inlet and Broward County's Port Everglades with sand placement along 4.9 miles of shoreline. The renourishment focused on Lauderdale-by-the-Sea, Pompano Beach, and Fort Lauderdale beaches to restore the beaches and increase protection to shoreline, upland development from potential storms.
4. Segment III: Along the southern beaches of Broward County starting just south of the entrance to Port Everglades are critically eroded areas (R86-R128) that threaten recreational interests at John U. Lloyd State Park and development and recreational interests along the communities of Dania Beach, Hollywood, and Hallandale Beach. "Segment III of the Broward County Beach Erosion Control Project", which was completed in 2006 with sand placement along 6.2 miles of beaches from the Broward County line in Hallandale Beach to the John Lloyd State Park. The project also included the cities of

⁹ www.townofhillsborobeach.com

Hollywood and Dania Beach and involved the placement of 1.7 million cubic yards of sand.¹⁰

5. Segment II and Segment III reaches were approved for restoration by the U.S. Army Corps of Engineers as Flood Control & Coastal Emergency FCCE projects following the impacts of Hurricane Irma in 2017. Restoration of Segment II was completed Spring 2022 with placement of approximately 394,400 cubic yards of sand material. Restoration of Segment III commenced in 2021 with completion anticipated in 2024. This project includes approximately 884,000 cubic yards of sand placement along Segment III coastline.

Historical Occurrences

According to the National Climatic Data Center, there were 11 major climatological incidents that resulted in beach erosion in eighteen years, between 1998 and 2016. Broward County's beaches are more susceptible to erosion during nor'easter storm season and hurricane season, which run from October 1 to March 31 and June 1 to November 30, respectively. Most of the historical occurrences of tropical systems have been in September or November, with nor'easters common during the period November through March.

Some of the more notable historical events are described below:

November 1998 Tropical Storm Mitch

Tropical Storm Mitch, once a powerful Category 5 storm, crossed South Florida at Monroe and Palm Beach counties at tropical storm strength. The storm caused gusty winds, severe thunderstorms, tornadoes, and beach erosion.

September 13–22, 1999 Hurricane Floyd

Hurricane Floyd was an enormous Category 4 storm that skirted the southeast Florida coast with minimal effects, mostly to marine interests. The storm surge ranged from 3.3 feet above normal in Palm Beach County to 1.5 feet above normal in Miami-Dade County, causing mostly coastal flooding and minor beach erosion.

November 2001 Coastal Flooding resulting from Hurricane Michelle

Nearly a week of moderate to strong onshore winds, culminating with the approach of Hurricane Michelle, produced coastal flooding from Hollywood Beach to Hallandale Beach. Beach erosion in Broward, Palm Beach, and Miami-Dade counties during the entire event was moderate to locally severe. Costs for remediation of beach erosion from the event were estimated at over \$10 million, and property damage was estimated at \$20,000.

September 5, 2004, Hurricane Frances

Hurricane Frances made landfall at Sewall's Point in Martin County as a Category 2 hurricane. Frances moved farther inland just north of Lake Okeechobee and weakened to a tropical storm before crossing the entire Florida Peninsula and exiting into the Gulf of Mexico just north of Tampa. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast, resulting in beach erosion.

¹⁰ www.broward.org/beachrenourishment

September 26, 2004, Hurricane Jeanne

Hurricane Jeanne made landfall as a Category 3 hurricane near the south end of Hutchinson Island, nearly coincident with the landfall point of Hurricane Frances nearly three weeks before. The estimated storm surge ranged from 1-2 feet along the northeast Broward Coast, resulting in beach erosion.

2004 Nor'easter

Nor'easter caused beach erosion in Broward County.

August 25, 2005, Hurricane Katrina

Hurricane Katrina made landfall as a Category 1 hurricane along the southeast Florida coast. Mostly minor beach erosion and isolated incidence of coastal flooding were observed.

October 24, 2005, Hurricane Wilma

Hurricane Wilma made landfall as a Category 3 hurricane on the southwest Florida coast, traversing west to east and covering most of Broward County. Minor to moderate beach erosion occurred along the Broward County coastline.

October 28, 2012, Hurricane Sandy

Hurricane Sandy passed by South Florida as a Category 1 hurricane, through the Bahama islands. Although Sandy did not make landfall in Florida, the storm caused great tidal swells along the coastline of Broward County. These swells caused beach erosion and large-scale flooding along A1A highway, causing A1A's collapse and subsequent restoration project.

September 10, 2017, Hurricane Irma

Hurricane Irma made landfall as a Category 4 hurricane at the Florida Keys, moving north on the west coast of Florida. Broward County experienced Category 1/2 wind conditions and wave inundation of approximately 3 feet. Minor beach erosion occurred along the Broward County coastline.

Probability and Extent of Future Occurrences

The probability of future erosion along the Broward County coastline is considered "highly likely" due to a chronic scarcity of sand in the littoral system. Beaches in Hallandale Beach, Hollywood, Dania Beach, Lauderdale-By-The-Sea, and Pompano Beach have historically participated in federal, state, and locally cost-shared beach nourishment programs, and other beaches, such as Deerfield Beach and the Town of Hillsboro Beach, have conducted small-scale beach fill projects using municipal, state, and federal funds. In the future, Broward County could be expected to engage in more frequent, smaller scale beach re-nourishment projects approximately every 4-5 years, anticipating the need for more frequent beach supplement than provided by the typical design life of historic projects. Additionally, the potential in future construction of a sand bypass system at Port Everglades inlet will promote the natural transport of sand along the County's shoreline. Rates of erosion vary greatly amongst different parts of the Broward coastline and would be impossible to summarize.

Future Risk Conditions Influencing Coastal Erosion Rates

The impacts of climate change and the attendant sea level rise will have a significant impact on future coastal erosion rates due to the following likely factors of future sea levels and coastal storms:

- Inundation of coastal properties by higher sea level and likely overtopping and submersion of existing coastal erosion control structures
- Higher storm surge levels

Vulnerability Analysis

Most of Broward County's 24 miles of coastline are vulnerable to erosion. There are 3 specific areas in Broward County that are critically eroded: 1) the south end of Deerfield Beach and the entire Town of Hillsboro Beach, 2) the area south of Hillsboro Inlet and extending for 10 miles along Pompano Beach, Sea Ranch Lakes, Lauderdale-By-The-Sea, and Ft. Lauderdale, and 3) the area along the southern 8.1 miles of Broward County south of Port Everglades.

Many Broward County beaches are actively eroding, while others are relatively stable but of inadequate dimensions to provide storm protection and recreational beach space. Factors which contribute to the vulnerable condition of the County's beaches include the unmitigated erosive influence of stabilized inlets, encroaching development, storms, and removal of historic dunes. To address this vulnerability, Broward County has been engaged in shore protection and beach nourishment efforts since the early 1960's. These projects, mostly funded by a partnership of federal, state, and local government agencies, have performed as designed, in most cases exceeding their design life of 10 to 12 years. The current Broward County Beach Management Program is a comprehensive plan to replace beach sand where it is needed, to stabilize with structures the most erosive stretch of beach, and, by means of inlet sand bypassing, to "feed" those beaches which are sand starved because of the presence of stabilized inlets. Restoring the historical southward migration of sand, in combination with the other elements of the program, will reduce the extent and frequency of beach nourishment projects and provide a nearly sustainable beach many miles downstream, especially in the Broward communities of Dania Beach, Hollywood, and Hallandale Beach.

Prior studies conducted for predecessors of the County's Natural Resource Division have identified the economic rationale for engaging in shore protection and beach nourishment activities. There are also environmental benefits as the beaches are also a primary nesting ground for threatened and endangered sea turtles and are an important habitat for several plant and animal species. Economically, according to prior studies, beaches are critical to Broward County considering the following factors:

- Broward's beaches attract 7.2 million visitors a year, who spend \$422 million annually in Broward County.
- Broward's beaches contribute \$548 million annually to Broward County's economy, including the creation and sustenance of 17,700 full-time equivalent jobs in the County.
- Broward's beaches add \$1.4 billion to County property values.
- As a result of the beaches, local government tax revenues are increased by \$29 million annually, of which the largest beneficiary is the Broward School District, which collects about \$10 million annually because of the beaches.

- Broward's beaches result in an \$803 million annual input to southeast Florida regional economy and create 26,000 jobs in the region.
- Out-of-State visitors to Broward's beaches have a \$598 million annual impact on the economy of the State of Florida, create 19,000 jobs in the state, and produce \$19 million in annual state tax revenues.
- More than 60% of overnight tourists said that they would not have come to Broward County if there were no beaches, and a further 14.3% said they would come less frequently.
- Broward's beaches protect over \$4 billion in upland property, structures, and infrastructure.
- In Florida, beaches protect \$150 billion in shorefront structures and infrastructure.
- Florida's beaches alone result in an annual increase of about a half billion dollars annually in Federal income tax revenues.
- Florida's beaches attract 2 million international tourists, who spend about \$1.1 billion annually in the state.

Drought

The likelihood that Broward County will experience a severe Drought is determined by the climatological conditions that are present. Due to the hazard of heat impact and an absence of rainfall, Broward could experience a severe Drought event. However, the four South Florida counties, in partnership with the South Florida Water Management District, have contingency plans to meet this challenge should it occur.

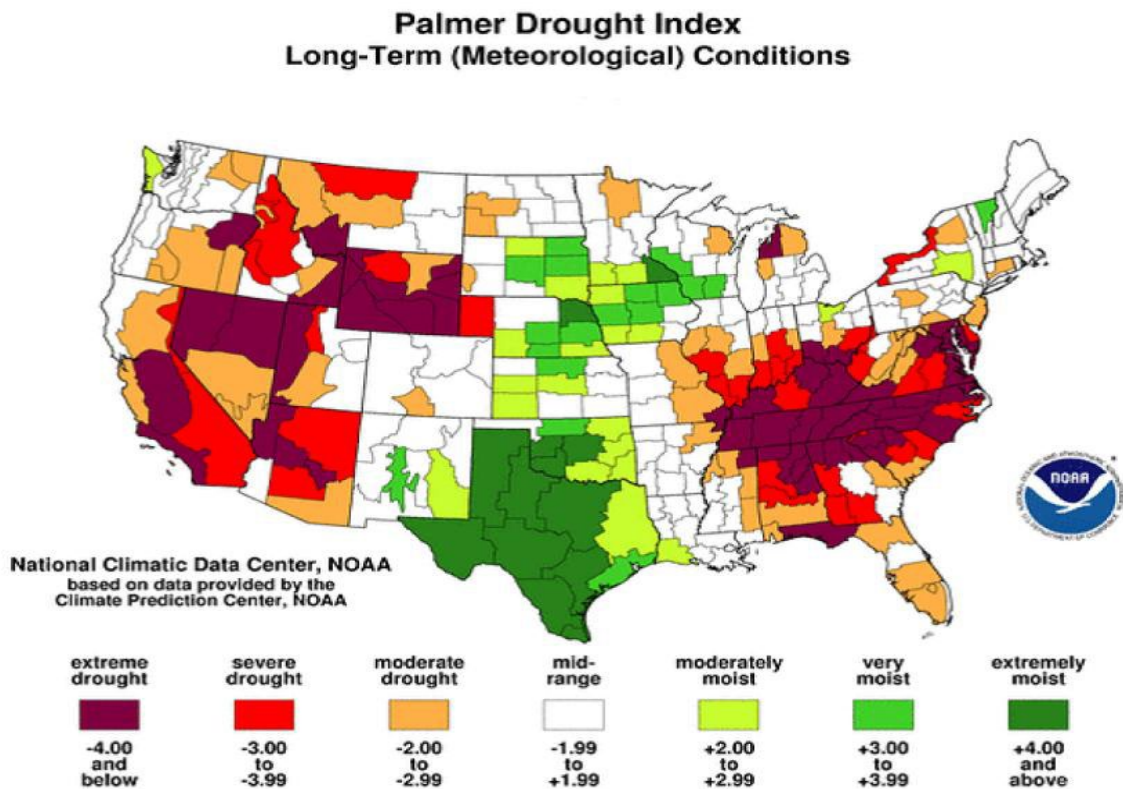
Background

Drought is a natural climatic condition caused by an extended period of limited rainfall beyond that which occurs naturally in a broad geographic area. High temperatures, high winds, and low humidity can worsen drought conditions, and can make areas more susceptible to wildfire. Human demands and actions can also hasten drought-related impacts.

Droughts are frequently classified as one of following 4 types: meteorological, agricultural, hydrological, or socio-economic. Meteorological droughts are typically defined by the level of "dryness" when compared to an average, or normal amount of precipitation over a given period. Agricultural droughts relate common characteristics of drought to their specific agricultural-related impacts. Hydrological drought is directly related to the effect of precipitation shortfalls on surface and groundwater supplies. Human factors, particularly changes in land use, can alter the hydrologic characteristics of a basin. Socio-economic drought is the result of water shortages that limit the ability to supply water-dependent products in the marketplace.

Figure 4.11 shows the Palmer Drought Severity Index (PDSI) Summary Map for the United States from 1895 to 1995. PDSI drought classifications are based on observed drought conditions and range from -0.5 (incipient dry spell) to -4.0 (extreme drought). As can be seen, the Eastern United States has historically not seen as many significant long-term droughts as the Central and Western regions of the country.

Figure 4.11: Palmer Drought Severity Index Summary Map for the United States



Source: National Climatic Data Center, NOAA

Drought typically impacts a large area that cannot be confined to any geographic boundaries; however, some regions of the United States are more susceptible to drought conditions than others. According to the 2017 Palmer Drought Severity Index (PDSI) Summary Map for the United States, South Florida is in a zone less than or equal to -2.9 (-2.9 indicating moderate drought conditions) meaning that moderate drought conditions are a relatively low to moderate risk for Broward County.

Drought conditions typically do not cause significant damage to the built environment, but rather drought effects are most directly felt by agricultural sectors. At times, drought may also cause community-wide impacts because of acute water shortages (regulatory use restrictions, drinking water supply, and saltwater intrusion).

There are a few agricultural areas in the county that have greater exposure to drought. According to the Broward County Property Appraiser data, the areas with the most agricultural land use were the municipalities of Parkland, Coconut Creek, and Southwest Ranches, as well as south of Weston and west of Cooper City. According to the Florida Department of Agriculture, there are

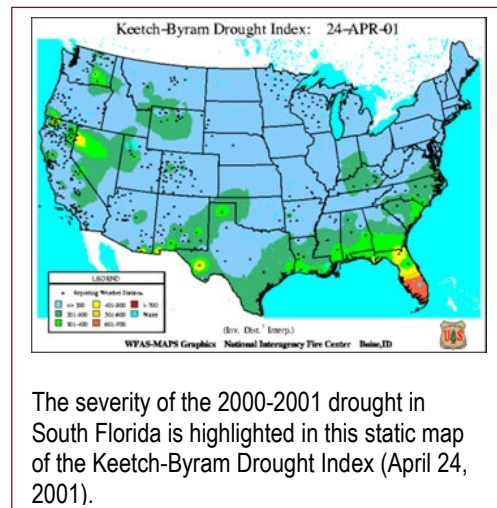
2,507 open acres and over 2.7 million greenhouse acres used for horticulture purposes. In urban Broward County, horticulture dominates the commercial agricultural production. Nursery production, landscape installation, landscape maintenance, and arboriculture account for over \$200 million in annual sales. Hundreds of firms employ thousands of individuals.¹¹

Water shortages during times of drought (and the degree of regulatory use restrictions) can have a potentially significant impact throughout Broward County and possibly higher economic costs for water supply. As a secondary effect, drought events increase the threat of wildfire in South Florida (and particularly the Everglades) which can also cause serious consequences, including the destruction of property.

Historical Occurrences

South Florida relies on its summer rains for its year-round water demands. According to the State of Florida Mitigation Plan, there have been 10 drought cycles in Florida (typically 2-year periods) since the year 1900. In Central and South Florida, severe droughts were reported in 1932, 1955–1957, 1961–1963, 1971–1972, 1973–1974, 1980–1982, 1985, 1988–1989, 1990, 2000–2001, 2006–2007, 2008–2009, and 2010–2011. According to the National Drought Mitigation Center, from January 1, 1850, to September 19, 2007, there were 134 reported drought impacts for Broward County. There were 17 agricultural, 34 fire, 32 water/energy, 18 social, and 21 other specific drought impacts. However, according to FEMA's National Risk Index, the Risk Index for Drought in Broward County as of 2022 is designated Relatively Low with a score of 7.99. Also, according to the Index, the Expected Annual Loss Score for drought is 7.04.

Throughout a drought cycle in South Florida in 2000–2001 rainfall amounts fell 30% below normal. During this time, Lake Okeechobee (Florida's largest source of fresh drinking water) set daily record-breaking lows. Similarly, groundwater levels declined and there were periods when below-average levels were reached across the region. In September 2000, the water shortage was becoming a threat to agricultural, environmental, and utilities' needs. In these times of drought, the use of well water for crop irrigation lowers the water table, which exposes the water table to saltwater intrusion and a serious compromise of drinking water supplies. Based on their concerns and on the precipitation forecast, the South Florida Water Management District (SFWMD) activated their Emergency Operations Center (EOC) to respond to the emergency situations more effectively. It operated approximately 12 hours a day and remained activated until July 2001.



During 2006 to 2007 Broward County experienced extreme drought conditions. According to the Florida Department of Agriculture, drought caused \$100 million in crop damage and economic losses to Florida during this period, and the figure could rise tenfold over the next 2 years. On August 1, 2007, the lake level of Lake Okeechobee was 9.20 feet above sea level. This was the

¹¹ Broward County Extension.

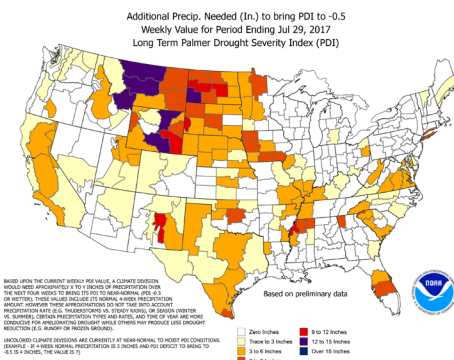
lowest level ever recorded during most of the 41 years between 1965 and 2005. Water levels were so low that chloride levels have been a concern in sentinel monitoring wells near well-fields in Hallandale Beach and Dania Beach.

The five-month period from November 2008 to April 2009 was the second driest on record for most South Florida locations. The driest winter on record over many locations in southeast Florida led to the onset of severe drought (D2) conditions. The level of Lake Okeechobee fell from 12.2 feet at the beginning of the month to 11.1 feet by the end of the month, which was 2.5 feet below normal levels. Normal conditions began to resume with the onset of the rainy season by the end of May 2009.

Continued dry weather from January-April 2011, coupled with long-term dryness going back to the previous summer, led to the expansion of severe drought conditions over South Florida. The period of October 2010 to February 2011 was the driest on record in the 80-year history of the SFWMD's records. This led to the continuation of extreme drought conditions (D3) over the eastern half of the peninsula. Underground water levels were in the lowest 10% of normal levels along the east coast and 10 to 30% of normal over interior and west coast areas. The level of Lake Okeechobee fell from 12.15 at the beginning of the month to 11.66 by the end of the month. This was about 2.5 feet below normal for April.

Probability and Extent of Future Events

The probability of future drought events in Broward County and South Florida is considered likely although such occurrences are typically not classified as severe in comparison to other regions. The effects, if any, of drought events on Broward County will depend on the severity and duration of drought conditions, water shortages, and the degree of regulatory water use restrictions. For a drought forecast for a future year, check the National Climatic Data Center website. Based on historical records, Broward County, in the future could be expected to be impacted by a drought ranging from severe to extreme every 10 years. As noted in the Climate Change section, the pattern of drought may change in the future. Any new historical trends should be addressed in future updates.



Future Risk Conditions Influencing Drought

The impacts of climate change, specifically the warming of the planet, will likely exacerbate the length and intensity of drought periods. Fluctuations between periods of greater than average and lesser than average rainfall are expected. Therefore, drought will continue to be a factor in the future and climate change will likely exacerbate cyclical drought conditions. The main impact for the County will be minimizing impacts to the public water supply and natural resources.

Vulnerability Assessment

To analyze the risk of the Broward County area to drought and estimate potential losses, 100 years of statistical data from the University of Nebraska was used (this data was developed by

the University based on Palmer Drought and Crop Severity Indices) as well as 2002 USDA agriculture data. A drought event frequency-impact was then developed to determine a drought impact profile on non-irrigated agriculture products and estimate potential losses due to drought in the area. **Table 4.20** shows annualized expected exposure to drought for Broward County.

Table 4.19: Annualized Expected Agricultural Product Market Value Exposed to Drought

County	Total Agricultural Products Exposure (2007 Dollars)	Annualized Loss	% Loss Ratio
Broward	\$85,288.00	<i>Negligible</i>	0.00%

**Negligible is less than \$5,000*

Source: 2022 FEMA National Risk Index

Note: Total includes all incorporated jurisdictions within the County

Flood

Background

Flooding is the most frequent and costly natural hazard in the United States, a hazard that has caused more than 10,000 deaths since 1900. Nearly 90% of presidential disaster declarations result from natural events where flooding was a major component.

Floods are generally the result of excessive precipitation and can be classified under two categories: general floods, precipitation over a given river basin for a long period of time along with storm-induced wave or tidal action, and flash floods, the product of heavy localized precipitation in a short time over a given location. The severity of a flooding event is typically determined by a combination of several major factors including stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface.

Generally, inland floods in South Florida may last for several days due to a relative lack of topography to drain flood waters, heavy urbanization, and impacts of tides on outfall toward the Atlantic Ocean. The primary types of general flooding include riverine, coastal, and urban flooding. Riverine flooding is a function of excessive precipitation levels and water runoff volumes within the watershed of a stream or river. Coastal flooding¹² is typically a result of storm surge, wind-driven waves, and heavy rainfall produced by hurricanes, tropical storms, and other large coastal storms. Urban flooding occurs where manmade development has obstructed the natural flow of water and decreased the ability of natural groundcover to absorb and retain surface water runoff.

Most flash flooding is caused by slow-moving thunderstorms in a local area or by heavy rains associated with hurricanes and tropical storms. However, flash flooding events may also occur

¹² While briefly mentioned here, coastal flooding is more thoroughly addressed under the "Tropical Cyclone" hazard.

from a dam or levee failure within minutes or hours of heavy amounts of rainfall, or from a sudden release of water held by a retention basin or other stormwater control facility. Although flash flooding occurs most often along mountain streams, it is also common in urbanized areas where much of the ground is covered by impervious surfaces.

The periodic flooding of lands adjacent to rivers, streams, and shorelines (land known as floodplain) is a natural and inevitable occurrence that can be expected to take place based upon established recurrence intervals. The recurrence interval of a flood is defined as the average time interval, in years, expected between a flood event of a particular magnitude and an equal or larger flood. Flood magnitude increases with increasing recurrence interval.

Floodplains are designated by the frequency of the flood that is large enough to cover them. For example, the 10-year floodplain will be covered by the 10-year flood and the 100-year floodplain by the 100-year flood. Flood frequencies such as the 100-year flood are determined by plotting a graph of the size of all known floods for an area and determining how often floods of a particular size occur. Another way of expressing the flood frequency is the chance of occurrence each year, which is the percentage of the probability of flooding each year. For example, the 100-year flood has a 1% chance of occurring in any given year. The 500-year flood has a 0.2% chance of occurring in any given year.

Location and Spatial Extent

Much of Broward County is susceptible to localized flooding, particularly during the rainy season of June through October. The county is surrounded by and interspersed with man-made canals, storm water management lakes, freshwater ponds, rivers such as the Middle and the New Rivers, the Everglades, the Atlantic Ocean, and the Intracoastal Waterway. There are 7 primary canals and numerous secondary and tertiary canals that provide flood control and water supply protection for the area's enormous growth and development. Stormwater management ponds are also used for flood protection as well as stormwater treatment and are created by removing rock to build up the surrounding land for homes. The western portion of Broward County has undergone significant development over the last 25 to 30 years which has resulted in the filling of wetlands to accommodate new housing developments.

Broward County lies close to sea level (with elevation ranging from 5 to 25 feet) and is relatively flat, which often results in extensive "ponding" due to the lack of elevation gradients to facilitate adequate stormwater runoff. Further, its water supply lies just below the surface of the ground. Major rainfall events sometimes leave rainwater nowhere to drain, causing flooding near rivers and canals as well as in urban areas due to poor percolation rates and the low elevations (particularly in western parts of the county). Coastal flooding along the county's immediate shoreline is typically associated with tidal surge caused by landfalling tropical storms and hurricane events (note: storm surge is addressed under "Tropical Cyclone").

The severity of flooding is directly related to the amount and duration of the rainfall event. The areas affected by flooding in Broward County could increase. For the barrier island communities, should a significant rainfall event occur at the same time as high-tide, on-shore winds, or a combination of both, the severity could be devastating. Flooding of up to 4 feet could be expected in some areas. Broward County could easily be caught "off-guard" and people living in flood-prone areas would be at an increased risk to property damage and life safety.

Based upon a Category 5 hurricane event, Broward County could see storm surges of over 6 feet above normal tide levels, resulting in significant to severe flooding the barrier islands. This could inundate the barrier islands with 4 to 6 feet of water and sand. The storm tide would also penetrate inland for several miles, reaching Federal Highway with expected flooding of 1 to 2 feet, including downtown Fort Lauderdale.

Map 4.12 illustrates the location and extent of currently mapped special flood hazard areas for Broward County based on FEMA digital Q3 flood data which became effective in 2014. This includes Zones A/AE (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action), Zone AH (areas subject to shallow flooding) and Zone X500 (500-year floodplain which is also known as the shaded X zone). It is important to note that flooding and flood-related losses do occur outside of delineated special flood hazard areas, and according to Broward County officials, there are known inaccuracies with the currently mapped, FEMA-identified flood hazard zones. Broward County is currently coordinating with FEMA on map modernization and undergoing limited re-studies for some flood zones which will assist in correcting some of these data accuracy deficiencies. FEMA recently completed additional modeling analyses in some parts of Broward County, including South and Southeast parts, to update the existing FIRM and Flood Hazard areas maps. These updated FEMA maps are expected to become official in late 2022 or early 2023.

Historical Occurrences

According to the National Climatic Data Center, there have been 114 reported flood events (three event types - Coastal flood, flash flood and flood) in Broward County from January 1, 1990, through August 30, 2022. According to the data, there were no deaths or injuries associated with these flooding events, but there was nearly \$62 million in property damage and \$25 million in crop damages in Broward County; this estimate does not include the reported losses under hurricanes, tropical storms and storm surge categories that is estimated to be at \$221 million for Broward County. Some of the more notable events are described below:

June 1998 – Flash Flood

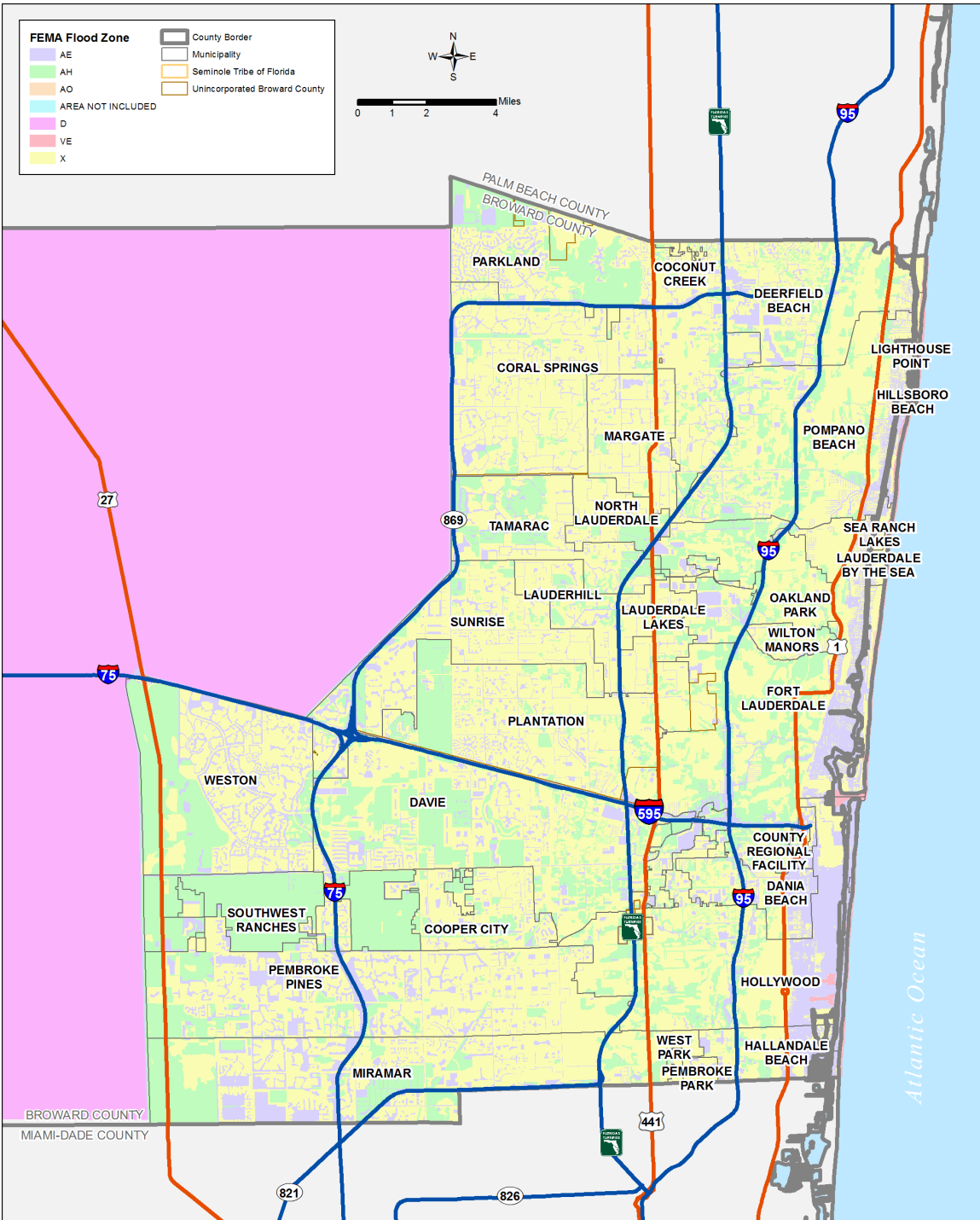
Excessive rains caused localized heavy flooding from Boca Raton to Miami Beach. The greatest official 24-hour rainfall was 13.75 inches at Pompano Beach with over 7 inches reported at Boca Raton and Miami Shores. Numerous streets were flooded, and several vehicles became submerged in parking lots with their occupants having to be rescued. 3 Broward mobile homes had to be evacuated, several roofs collapsed, and numerous dwellings had flood waters inside. Property damage was estimated at \$1 million.

October 1999 – Flash Flood resulting from Hurricane Irene

After crossing Florida Bay, the center of Irene made landfall on the peninsula near Cape Sable on October 15 as a Category 1 hurricane. It moved northeast across central Miami-Dade and Broward counties before exiting into the Atlantic on October 16 near Jupiter in northeast Palm Beach County. Heavy rains and sustained winds of tropical storm force caused widespread flooding and power outages in the metropolitan areas of Miami-Dade, Broward, and Palm Beach counties. Within a 24-hour period, rainfall totals in southeast Florida ranged from 6 to 17 inches with many areas getting 10 to 15 inches. Cooper City had over 15 inches of water, West Pembroke Pines had over 14 inches, Ft. Lauderdale and Hollywood had over 13 inches, Plantation had nearly 12 inches, and Lauderdale Lakes and Pompano Beach had over 9 inches. Property damages in southeast Florida were estimated by the National Climatic Data Center to be approximately \$600 million,

which includes \$335 million in agricultural losses. An estimated 700,000 customers lost electricity. Flooding in a few residential areas lasted for a week, displacing several hundred persons and isolating thousands more. It was reported that 8,000 people suffered flood damages. Some roads were impassible for weeks, electricity was out in certain areas, and residents and businesses suffered heavy losses.

Map 4.12: FEMA Flood Zones



Source: FEMA NFHL May 25, 2022

October 2000 – “No Name” or “Pre-Leslie” Storm

On October 3, 2000, a low-pressure system, later to become Tropical Storm Leslie, developed off the west coast of Cuba, and headed toward South Florida. Water managers and weather officials closely tracked the storm, and preemptive measures were taken to start moving water out of the canals. However, weather forecasts called for 4-8 inches of rainfall from this storm, and unfortunately, once the storm passed over South Florida, it dumped 14-18 inches of rainfall over a linear area in the center of the county. An estimated 93,000 houses with about 214,000 persons were isolated by flood waters. Power was cut to 13,000 people. There were 3 indirect deaths including 2 males who drove vehicles into canals and 1 man who fell from a roof while repairing a leak.

October 2001 – Flash Flood

Up to 10 inches of rain fell in 2 hours at Lighthouse Point and up to a total of 12 inches fell across portions of northeast metropolitan Broward County. Severe street flooding caused many stalled vehicles and 25 houses, and 25 to 30 apartments suffered flood damage. Property damage was estimated at \$100,000.

November 2001 – Coastal Flooding resulting from Hurricane Michelle

Nearly a week of moderate to strong onshore winds, culminating with the approach of hurricane Michelle, produced coastal flooding from Hollywood Beach to Hallandale Beach. The flooding was worst near the time of high tide and involved damage to sea walls and other coastal structures. Water flowed across the "boardwalk" and into some businesses. Beach erosion in Broward, Palm Beach, and Miami-Dade counties during the entire event was moderate to locally severe. Beach renourishment costs are estimated at over \$10 million, and property damage was estimated at \$20,000.

May 2003 – Flash Flood

A weak tropical wave extending north from the west Caribbean Sea in combination with a mid/upper-level trough of low pressure in the east Gulf of Mexico caused locally extreme rainfall over portions of the Broward-Miami-Dade metropolitan areas. The most rain occurred in a swath from Hollywood to Pompano Beach with an official maximum of 10.21" measured at Fort Lauderdale-Hollywood International Airport. Of that total, 7.36 inches fell from 6 to 8 PM which exceeds the 100-year maximum rate for that time. Radar estimates of 12 to 14 inches of rain were made near Oakland Park and Wilton Manors. According to Emergency Management estimates, 492 homes and businesses suffered some flood damage, and many roadways were impassable. Property damage was estimated at \$1 million.

November 2005 – Flash Flood

Law enforcement reported flooding of homes, cars, and streets in northeastern Broward County from Deerfield Beach south to Pompano Beach and Oakland Park. Persistent showers developed over northeastern Broward County late in the evening of Friday, November 19 and reached its peak during the early morning hours of Saturday November 20. Doppler radar estimated up to 5 inches of rain in a 2-hour period between midnight and 2:00 AM fell over these areas.

December 2009 Flash Flood

Extensive and severe flooding occurred over southeastern Broward County. Hardest-hit communities were Dania Beach, Hollywood, Hallandale Beach, and Pembroke Park. As much as 14 inches of rain fell in about 6 hours with other reports and radar estimates showing an

area of 8 to 13 inches of rain primarily along and east of I-95 in the above-mentioned communities. Severe flooding began around 7:30 PM in Dania Beach, gradually progressing southward between 8 and 10 PM to cover the rest of the affected area. A total of 101 homes sustained major flood damage in Broward County, with an additional 88 homes having minor damage. Water was reported to be as high as 2 feet deep inside some homes, and a mobile home park in Pembroke Park had to be evacuated due to the rising water. Shelters were opened in Hallandale Beach and Hollywood to accommodate the evacuees. 6 businesses also sustained significant water damage. One building had a roof collapse in Hallandale Beach. Hundreds of cars were damaged or destroyed by the water. In addition to the water damage, about 2,000 customers lost power in Broward and Miami-Dade counties. Property damage in Broward County was estimated to be at \$500,000.

October 2011 – Flash Flood

A weak frontal boundary across South Florida in combination with a flow of deep tropical moisture from the western Caribbean Sea associated with the remnant of Hurricane Rina led to periods of very heavy rain and significant flooding lasting the better part of 4 days. An estimated 2,000 customers lost power across South Florida due to the rain. Torrential rainfall affected eastern sections of metro Broward County during the overnight hours of October 31st. Rainfall totals of 8 to 12 inches occurred over an area bounded by I-595 to the south and Pompano Beach to the north, from NW 31 Ave to the west all the way to the Atlantic coast. A few spots in this area likely received amounts close to 15 inches in about a 9-hour time span. These rains fell over areas already saturated from the rains of the previous two days. A total of 402 homes were affected by water damage and streets were closed due to inundation in Fort Lauderdale, Oakland Park, Wilton Manors and Pompano Beach. The area hardest-hit was between Broward and Commercial Boulevards between I-95 and Federal Highway where water covered the ground up to a few feet. Property damages in tune of \$2 million were reported for Broward County.

June 2017 – Heavy Rain Flood

A disturbance meandering across the Gulf of Mexico in combination with an upper-level system across the western Gulf of Mexico lead to nearly a week of heavy rainfall across South Florida. The heaviest rainfall fell in the corridor from Marco Island and southern Collier county northeast into Broward and southern Palm Beach counties. Many locations in this swath saw rainfall amounts in excess of 9 to 10 inches in a single day, and as high as almost 15 inches on the heaviest day, resulting in event totals of 15 to 20 inches in this area. The heaviest rainfall of the event across Broward County fell during June 7th and 8th. The worst impacts were generally reported across Sunrise, Weston, and Davie. There was a multiday closure of the Sawgrass Mills Mall located in Sunrise, the second largest attraction in the state of Florida, due to flooding of the parking lot and mall entrances. Sunrise Fire Station 59 sustained roof damage to the lobby and firefighter sleeping quarters and damage was sustained to the Sunrise Civic Center due to seeping water in the orchestra pit and the public assembly area of the facility. An off-duty NWS employee also reported 6 to 8 inches of water in most low-lying areas and roadways in the vicinity. Most swales and lakes were also out of their banks and flooding adjacent yards. The city of Davie reported several road closures, numerous flooded roadways, as well as several flooding homes due to both roof leaks and water encroachment from swales and lakes. Elsewhere across the county, widespread minor to moderate flooding was reported along with several unconfirmed reports of roof collapses.

November 2020 – Tropical Storm Eta Flooding

Extensive flooding occurred in several parts of Broward County after heavy rainfall from Storm Eta during November 8-9, 2020. Based on the radar data, some areas of the County including Central, South-West parts, received 11-13 inches of rainfall. Flooding was reported in almost all Cities of the County including Fort Lauderdale, Lauderhill, Sunrise, Miramar, Davie and Weston. Water was knee-deep in parts of Broward County. The power was out for more than 24,000 Florida Power & Light customers at 5:30 p.m. Monday (11/9/2020), mostly in Miami-Dade, Broward, and Palm Beach Counties.

Historical Summary of Insured Flood Losses

According to FEMA flood insurance policy records, there have been more than 22,000 flood losses reported in Broward County through the National Flood Insurance Program (NFIP), totaling more than \$64 million in claims payments.

Probability and Extent of Future Events

The probability that Broward County will continue to experience flooding associated with large tropical storms, hurricanes, and heavy rainfall events is highly likely. Flooding is a very geographic-specific hazard and in Broward County, the source can either be inland flooding (heavy rainfall and high-water table) and/or storm surge. In the future Broward County could be expected to be hit by large floods, either from large rainstorms or tropical storms/hurricanes, with typical floodwater depths from 6 inches to 2 feet and near maximum floodwater depths could range up to 8 feet (floodwaters of this depth were recorded in parts of Broward County from the Cape Sable hurricane of 1947).

Future Risk Conditions Influencing Flood

The impacts of climate change and associated sea level rise will have considerable impact on future flood conditions. While the impacts of sea level rise are discussed in greater detail in a subsection dedicated to this subject in Section 4, the following results of climate change and sea level rise, as documented in several SFWMD reports including “Sea Level Rise and Flood Resiliency Plan” and “Adoption of Future Extreme Rainfall Change Factors for Flood Resiliency Planning in South Florida” reports published in 2022, will impact flooding in Broward County:

- Inundation of coastal properties due to higher sea levels, astronomical tides, and storm surges.
- Projected changes in future rainfall ranging from a 2% decrease to 62% increase, depending on the rainfall duration and frequency.
- Higher sea levels and storm surges will limit the ability of coastal drainage systems to drain inland stormwater runoff into ocean thus exacerbating flooding and reducing the effectiveness of the primary/secondary drainage system.
- Flood protection level of service provided by existing drainage infrastructure will be reduced due to higher flows and levels in canals from increased rainfall and reduced drainage capacity due to higher tidal levels

In conclusion, the impacts of climate change, and sea level rise will likely exacerbate the severity and duration of floods, including those caused by tropical cyclones and those non-cyclone events.

Vulnerability Assessment

To assess flood risk, two distinct vulnerability assessment approaches were applied for Broward County to assess exposure and potential losses to flood hazard events. This includes (1) a Hazus-MH analysis for riverine (or “non-coastal”) flood events; and (2) a GIS-based analysis for riverine and coastal flood events using FEMA’s digital Q3 flood data (as shown in Map 4.11) in combination with Broward County’s local tax assessor records.

First, riverine flood hazards were modeled using Hazus-MH for the 10-, 50-, 100-, and 500-year flood events. Flood depth was estimated at the pixel level for affected areas, along with proportion of the area affected within the census block. Hazus-MH was utilized to estimate floodplain boundaries, potential exposure for each event frequency, and loss estimates based on probabilistic scenarios using a Level 1 analysis.¹³ **Table 4.21** shows potential building losses for 10- and 50-year riverine flood events by jurisdiction, and **Table 4.22** shows potential building losses for 100- and 500-year riverine flood events by jurisdiction.

Table 4.20: Potential Building Losses by Jurisdiction (10- and 50-year Riverine Flood Events)

Jurisdiction	Total Exposure	10-Year			50-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Coconut Creek	\$3,061,603,270	\$291,110	Negligible	Negligible	\$552,120	Negligible	Negligible
Cooper City	\$1,943,657,150	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Coral Springs	\$8,134,798,700	\$44,516,190	\$443,730	\$126,760	\$52,586,240	\$1,196,600	\$1,672,740
Dania Beach	\$1,878,435,580	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Davie	\$6,711,031,880	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Deerfield Beach	\$5,161,599,440	\$229,320	\$56,310	\$150,520	\$512,810	\$124,510	\$337,660
Fort Lauderdale	\$22,130,694,710	\$10,703,830	\$184,520	\$92,120	\$16,108,420	\$782,980	\$829,050
Hallandale Beach	\$3,836,691,130	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Hillsboro Beach	\$810,574,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Hollywood	\$10,029,588,340	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderdale-By-The-Sea	\$1,739,928,950	\$2,434,280	\$55,540	Negligible	\$2,500,100	\$155,870	Negligible
Lauderdale Lakes	\$1,152,461,750	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderhill	\$2,492,601,430	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lazy Lake	\$4,107,550	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lighthouse Point	\$1,261,700,120	Negligible	Negligible	Negligible	\$136,000	Negligible	Negligible
Margate	\$2,296,212,030	\$10,548,780	\$248,200	\$39,920	\$17,173,400	\$718,770	\$252,010
Miramar	\$7,475,638,380	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
North Lauderdale	\$1,260,435,790	\$840,840	\$90,980	Negligible	\$6,246,740	\$351,530	\$59,580
Oakland Park	\$2,473,754,560	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Parkland	\$2,682,321,260	\$29,746,130	\$78,060	Negligible	\$30,233,850	\$78,060	Negligible

¹³ According to FEMA’s Hazus Web site, “a Level 1 analysis yields a rough estimate based on the nationwide database and is a great way to begin the risk assessment process and prioritize high-risk communities.”

Jurisdiction	Total Exposure	10-Year			50-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Pembroke Park	\$404,154,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Pembroke Pines	\$10,247,846,250	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Plantation	\$6,803,128,100	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Pompano Beach	\$8,981,181,420	\$33,942,220	\$2,477,240	\$9,686,510	\$67,084,270	\$5,607,320	\$18,322,110
Sea Ranch Lakes	\$110,763,020	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Southwest Ranches	\$890,133,450	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Sunrise	\$5,308,400,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Tamarac	\$3,283,696,510	\$5,522,610	Negligible	Negligible	\$23,560,490	\$93,600	Negligible
Broward Municipal Services Districts	\$1,106,396,610	\$107,630	\$17,350	\$33,260	\$171,000	\$39,180	\$75,050
West Park	\$331,537,990	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Weston	\$6,490,572,820	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Wilton Manors	\$941,493,080	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
TOTAL	\$131,437,140,170	\$138,882,940	\$3,651,930	\$10,129,090	\$216,912,220	\$9,148,420	\$21,548,200

* Negligible means less than \$5,000

Source: Broward County Property Appraiser and Hazus-MH MR2

Table 4.21: Potential Building Losses by Jurisdiction (100- and 500-year Riverine Flood Events)

Jurisdiction	Total Exposure	100-Year			500-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Coconut Creek	\$3,061,603,270	\$840,020	Negligible	Negligible	\$706,560	Negligible	Negligible
Cooper City	\$1,943,657,150	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Coral Springs	\$8,134,798,700	\$53,765,270	\$1,435,120	\$1,864,120	\$61,010,430	\$4,714,770	\$7,227,810
Dania Beach	\$1,878,435,580	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Davie	\$6,711,031,880	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Deerfield Beach	\$5,161,599,440	\$660,040	\$162,290	\$443,430	\$2,243,370	\$300,690	\$742,450
Fort Lauderdale	\$22,130,694,710	\$19,225,060	\$919,290	\$1,050,810	\$23,874,870	\$1,787,050	\$2,285,860
Hallandale Beach	\$3,836,691,130	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Hillsboro Beach	\$810,574,300	Negligible	Negligible	Negligible	\$909,900	\$42,300	Negligible
Hollywood	\$10,029,588,340	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderdale-By-The-Sea	\$1,739,928,950	\$5,487,730	\$193,500	Negligible	\$11,498,500	\$481,050	Negligible
Lauderdale Lakes	\$1,152,461,750	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lauderhill	\$2,492,601,430	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lazy Lake	\$4,107,550	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Lighthouse Point	\$1,261,700,120	\$196,220	Negligible	Negligible	\$5,022,540	\$37,250	Negligible
Margate	\$2,296,212,030	\$19,102,270	\$1,599,370	\$522,720	\$24,953,830	\$2,091,590	\$1,319,960
Miramar	\$7,475,638,380	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
North Lauderdale	\$1,260,435,790	\$6,688,620	\$355,660	\$61,500	\$8,161,780	\$2,706,750	\$1,097,330
Oakland Park	\$2,473,754,560	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Parkland	\$2,682,321,260	\$30,417,440	\$78,060	Negligible	\$32,291,920	\$646,270	Negligible
Pembroke Park	\$404,154,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible

Jurisdiction	Total Exposure	100-Year			500-Year		
		Residential	Commercial	Industrial	Residential	Commercial	Industrial
Pembroke Pines	\$10,247,846,520	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Plantation	\$6,803,128,100	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Pompano Beach	\$8,981,181,420	\$78,029,050	\$6,935,920	\$22,599,440	\$151,152,010	\$10,806,250	\$36,645,670
Sea Ranch Lakes	\$110,763,020	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Southwest Ranches	\$890,133,450	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Sunrise	\$5,308,400,300	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Tamarac	\$3,283,696,510	\$23,572,450	\$94,490	\$236,240	\$27,554,200	\$619,550	\$333,520
Broward Municipal Services Districts	\$1,106,396,610	\$229,600	\$50,970	\$98,360	\$321,570	\$108,520	\$176,390
West Park	\$331,537,990	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Weston	\$6,490,572,820	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
Wilton Manors	\$941,493,080	Negligible	Negligible	Negligible	Negligible	Negligible	Negligible
TOTAL	\$131,437,140,170	\$238,213,770	\$11,824,670	\$26,876,620	\$348,791,580	\$24,299,740	\$49,828,990

* Negligible means less than \$5,000

Source: Broward County Property Appraiser and Hazus-MH MR2

The second approach to assessing each jurisdiction's exposure and potential losses to riverine and coastal flood hazard events included an independent GIS-based analysis using FEMA's digital Q3 flood data in combination with Broward County's local tax assessor records and critical facilities data. To complete the assessment, initially every individual land parcel and critical facility that is located wholly or partially within a FEMA Zone A, AE, or V special flood hazard area with a 1% annual chance of flooding (100-year floodplain) was identified, by jurisdiction. It should be noted in this revised Plan, critical facilities in FEMA AH Zone have been added to broaden the analysis. This analysis is intended for use as a general planning tool to provide reasonable estimates of potential at-risk properties or facilities using best available georeferenced data in comparison to the results of the Hazus-MH loss estimation results. It is important to note that while the GIS-based assessment does use specific attribute data tied to each individual at-risk property (i.e., year built and building value), it does not consider certain unknown site-specific factors that may mitigate future flood losses on a building-by-building basis (such as elevation, surrounding topography, flood-proofing measures, drainage, etc.).

The identification of at-risk properties (and subsequently buildings) was completed using local parcel data layers in combination with local tax assessor records. To further narrow down the list of initially identified floodplain properties to those with buildings potentially at-risk to flood events, GIS selection criteria was utilized to identify only those properties with buildings constructed prior to 1972 (pre-NFIP), under the assumption that those built after 1972 would be protected to the 100-year flood level due to the availability of flood hazard maps and the adoption of local flood damage prevention ordinances. The objective of the GIS-based analysis is to calculate the total building value of all potentially at-risk properties in Broward County, by jurisdiction.

**Table 4.22: Total Building Value of At-Risk Properties by Jurisdiction
(Riverine/Coastal Flood Events)**

Jurisdiction	Number of Floodplain Properties	Total Building Value	Pre-NFIP Building Value (pre-1972)
Coconut Creek	1,869	\$1,306,681,800	\$71,100,070
Cooper City	1,624	\$810,494,740	\$23,743,350
Coral Springs	5,745	\$3,180,227,640	\$63,828,780
Dania Beach	4,445	\$1,776,980,710	\$414,616,870
Davie	8,759	\$5,546,165,150	\$255,383,400
Deerfield Beach	6,011	\$3,005,807,940	\$611,475,750
Fort Lauderdale	25,141	\$19,222,038,200	\$7,228,275,670
Hallandale Beach	3,239	\$1,366,926,790	\$509,567,500
Hillsboro Beach	138	\$466,685,750	\$48,759,060
Hollywood	17,362	\$7,277,525,630	\$3,681,864,720
Lauderdale-By-The-Sea	954	\$478,142,800	\$332,620,530
Lauderdale Lakes	1,130	\$399,942,840	\$150,473,660
Lauderhill	2,371	\$1,331,798,790	\$124,890,330
Lazy Lake	12	\$3,772,250	\$2,025,340
Lighthouse Point	2,772	\$1,503,893,870	\$685,591,480
Margate	2,682	\$938,879,450	\$139,698,440
Miramar	4,741	\$2,981,240,320	\$258,243,450
North Lauderdale	2,655	\$799,415,090	\$162,504,030
Oakland Park	4,182	\$1,398,811,920	\$864,880,250
Parkland	4,633	\$2,586,319,670	\$10,078,630
Pembroke Park	306	\$205,287,170	\$47,088,900
Pembroke Pines	7,913	\$4,503,655,510	\$509,111,850
Plantation	6,449	\$4,550,651,810	\$518,163,740
Pompano Beach	9,605	\$4,927,487,700	\$1,824,301,550
Sea Ranch Lakes	129	\$122,818,790	\$86,313,460
Southwest Ranches	2,573	\$1,240,036,790	\$78,789,600
Sunrise	3,430	\$2,678,798,050	\$90,502,690
Tamarac	7,227	\$1,795,652,310	\$342,940,630
Broward Municipal Services Districts	937	\$2,221,672,880	\$406,286,560
West Park	947	\$132,576,650	\$94,767,740
Weston	5,705	\$3,613,148,570	\$2,240,750
Wilton Manors	1,754	\$658,071,090	\$525,374,870
TOTAL	147,440	\$83,031,608,670	\$20,165,503,650

Sources: Broward County Property Appraiser; Federal Emergency Management Agency National Flood Hazard Layer

Table 4.23: Total Bldg. Value of At-Risk Properties by Jurisdiction and Type of Building (Riverine/Coastal Flood Events)

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Coconut Creek	\$728,164,410	\$211,142,210	\$78,166,980	\$289,208,200	\$1,306,681,800
Cooper City	\$571,558,220	\$49,570,950	\$7,459,790	\$181,905,780	\$810,494,740
Coral Springs	\$1,974,038,740	\$631,852,380	\$130,130,650	\$444,205,870	\$3,180,227,640
Dania Beach	\$823,322,850	\$539,305,710	\$316,741,530	\$97,610,620	\$1,776,980,710
Davie	\$3,574,966,430	\$549,964,800	\$315,564,580	\$1,105,669,340	\$5,546,165,150
Deerfield Beach	\$1,498,836,230	\$647,854,540	\$533,205,470	\$325,911,700	\$3,005,807,940
Fort Lauderdale	\$10,126,050,210	\$5,216,955,210	\$918,930,240	\$2,960,102,540	\$19,222,038,200
Hallandale Beach	\$748,735,250	\$496,638,700	\$32,711,410	\$88,841,430	\$1,366,926,790
Hillsboro Beach	\$456,379,020	\$8,929,340	\$0	\$1,377,390	\$466,685,750
Hollywood	\$4,174,819,290	\$1,655,649,130	\$389,317,270	\$1,057,739,940	\$7,277,525,630
Lauderdale-By-The-Sea	\$412,321,620	\$61,387,260	\$0	\$4,433,920	\$478,142,800
Lauderdale Lakes	\$204,539,760	\$122,197,510	\$20,303,030	\$52,902,540	\$399,942,840
Lauderhill	\$1,057,774,750	\$103,141,230	\$28,491,620	\$142,391,190	\$1,331,798,790
Lazy Lake	\$3,772,250	\$0	\$0	\$0	\$3,772,250
Lighthouse Point	\$1,448,639,210	\$48,288,070	\$0	\$6,966,590	\$1,503,893,870
Margate	\$577,324,620	\$150,917,450	\$44,494,870	\$166,142,510	\$938,879,450
Miramar	\$1,525,809,110	\$384,043,240	\$297,006,560	\$774,381,410	\$2,981,240,320
North Lauderdale	\$593,544,350	\$99,589,610	\$23,808,970	\$82,472,160	\$799,415,090
Oakland Park	\$741,351,810	\$281,076,400	\$263,812,430	\$112,571,280	\$1,398,811,920
Parkland	\$2,329,536,620	\$49,941,490	\$430,780	\$206,410,780	\$2,586,319,670
Pembroke Park	\$39,356,530	\$19,329,590	\$110,532,470	\$36,068,580	\$205,287,170
Pembroke Pines	\$2,905,267,930	\$856,912,500	\$37,165,520	\$704,309,560	\$4,503,655,510
Plantation	\$2,970,844,770	\$1,050,359,860	\$58,774,790	\$470,672,390	\$4,550,651,810
Pompano Beach	\$2,517,213,190	\$668,923,610	\$1,067,183,320	\$674,167,580	\$4,927,487,700
Sea Ranch Lakes	\$122,818,790	\$0	\$0	\$0	\$122,818,790
Southwest Ranches	\$1,010,094,120	\$30,035,550	\$430,490	\$199,476,630	\$1,240,036,790
Sunrise	\$964,284,030	\$854,728,170	\$227,399,450	\$632,386,400	\$2,678,798,050
Tamarac	\$1,295,904,110	\$215,126,770	\$143,901,740	\$140,719,690	\$1,795,652,310
Broward Municipal Services Districts	\$96,547,460	\$17,959,870	\$27,697,580	\$2,079,467,970	\$2,221,672,880
West Park	\$96,538,170	\$18,134,350	\$13,222,750	\$4,681,380	\$132,576,650
Weston	\$2,818,908,810	\$422,970,340	\$204,144,270	\$167,125,150	\$3,613,148,570
Wilton Manors	\$547,836,990	\$57,693,870	\$2,038,660	\$50,501,570	\$658,071,090
TOTAL	\$48,957,099,650	\$15,520,619,710	\$5,293,067,220	\$13,260,822,090	\$83,031,608,670

* "Other" building occupancy category includes agriculture, religious/nonprofit, government, and education occupancies.

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
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Source: Broward County Property Appraiser; Federal Emergency Management Agency National Flood Hazard Layer

Table 4.24: Total # of Buildings At-Risk Properties by Jurisdiction and Type of Building (Riverine/Coastal Flood Events)

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Coconut Creek	1768	33	15	53	1869
Cooper City	1550	18	1	55	1624
Coral Springs	5403	172	75	95	5745
Dania Beach	3773	246	328	98	4445
Davie	7927	284	193	355	8759
Deerfield Beach	5418	261	238	94	6011
Fort Lauderdale	21285	2192	1008	656	25141
Hallandale Beach	2954	191	50	44	3239
Hillsboro Beach	133	3	0	2	138
Hollywood	15873	945	222	322	17362
Lauderdale-By-The-Sea	879	66	0	9	954
Lauderdale Lakes	1036	59	13	22	1130
Lauderhill	2213	98	22	38	2371
Lazy Lake	12	0	0	0	12
Lighthouse Point	2706	52	0	14	2772
Margate	2542	68	33	39	2682
Miramar	4507	99	39	96	4741
North Lauderdale	2550	58	12	35	2655
Oakland Park	3223	339	537	83	4182
Parkland	4523	19	1	90	4633
Pembroke Park	222	25	47	12	306
Pembroke Pines	7685	131	10	87	7913
Plantation	6005	274	51	119	6449
Pompano Beach	8116	509	759	221	9605
Sea Ranch Lakes	129	0	0	0	129
Southwest Ranches	2214	14	2	343	2573
Sunrise	3090	179	85	76	3430
Tamarac	6982	144	56	45	7227
Broward Municipal Services Districts	716	54	23	144	937
West Park	903	24	10	10	947

Jurisdiction	Residential	Commercial	Industrial	Other*	Total
Weston	5501	134	37	33	5705
Wilton Manors	1624	96	2	32	1754
TOTAL	133462	6787	3869	3322	147440

* "Other" building occupancy category includes agriculture, religious/nonprofit, government, and education occupancies. Source: Broward County Property Appraiser

The GIS-based analysis for critical facilities identified 78 critical facilities throughout Broward County as being potentially at-risk to flood events. These include 24 city halls, 80 fire stations, 28 police stations, 14 hospital, and 201 schools (26 of which are designated as either county or local shelters).

FEMA defines a repetitive loss property as any insurable building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP. Currently there are over 122,000 repetitive loss properties nationwide. FEMA defines a severe repetitive loss (SRL) property as with 1 of the following conditions in a 10-year period: 1) At least 4 claims payments (building and contents) over \$5,000 each; 2) At least 2 building claims payments with the cumulative amount exceeding the market value of the building. The list of FEMA RL properties is shown in **Table 4.26**. All but 1 of Broward County's municipal jurisdictions (Sea Ranch Lakes) is identified as having one or more Repetitive Loss Properties.

Also included is the list of FEMA SRL properties in **Table 4.27**.

Although this information is tracked by the County in accordance with FEMA guidelines, it is protected from release by the Privacy Act of 1974, 5 U.S.C. Section 552(2).

Table 4.25: NFIP Repetitive Loss Properties by Jurisdiction (as of 2022)

Jurisdiction	Number of Repetitive Loss Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Coconut Creek	1	2	\$2,920.00	\$0.00	\$2,920.00
Cooper City	4	8	\$17,909.19	\$2,339.00	\$20,248.19
Coral Springs	19	39	\$573,876.80	\$886,97.03	\$662,573.83
Dania Beach	28	103	\$1,846,476.60	\$310,116.72	\$2,156,593.32
Davie	27	80	\$834,843.60	\$631,012.48	\$1,465,856.08
Deerfield Beach	9	22	\$376,595.07	\$66,190.52	\$442,785.59
Fort Lauderdale	172	577	\$12,380,724.42	\$4,935,948.86	\$17,316,673.28
Hallandale Beach	153	560	\$18,122,188.42	\$4,954,850.27	\$23,077,038.69
Hillsboro Beach	2	5	\$215,350.20	\$65,467.10	\$280,817.30
Hollywood	246	669	\$10,525,648.82	\$3,187,055.84	\$13,712,704.66
Lauderdale-By-The-Sea	2	56	\$102,289.90	\$2,800.00	\$105,089.90
Lauderdale Lakes	22	50	\$219,522.89	\$86,555.07	\$306,077.96
Lauderhill	41	75	\$477,677.75	\$142,004.52	\$619,682.27

Jurisdiction	Number of Repetitive Loss Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Lighthouse Point	3	6	\$50,270.83	\$38,487.23	\$88,758.06
Margate	61	38	\$153,398.92	\$21,537.02	\$174,935.94
Miramar	43	91	\$454,959.44	\$152,771.14	\$607,730.58
North Lauderdale	14	29	\$127,025.28	\$10,692.20	\$137,717.48
Oakland Park	45	182	\$3,274,055.88	\$748,529.45	\$4,022,585.33
Parkland	1	2	\$9,320.09	\$1,574.63	\$10,894.72
Pembroke Park	7	45	\$550,654.68	\$755,426.52	\$1,306,081.20
Pembroke Pines	14	36	\$301,506.07	\$33,438.63	\$334,944.70
Plantation	16	33	\$296,758.61	\$30,578.33	\$327,336.94
Pompano Beach	32	90	\$1,919,531.97	\$569,043.43	\$2,488,575.40
Southwest Ranches	2	4	\$33,904.13	\$63,151.18	\$97,055.31
Sunrise	11	33	\$218,105.13	\$137,578.64	\$355,683.77
Tamarac	14	30	\$179,649.85	\$58,518.08	\$238,167.93
Broward Municipal Services Districts	64	172	\$1,935,238.56	\$780,982.03	\$2,716,220.59
West Park	3	33	\$330,653.83	\$176,190.54	\$506,844.37
Weston	1	2	\$18,056.57	\$0.00	\$18,056.57
Wilton Manors	22	58	\$804,844.43	\$324,359.67	\$1,129,204.10
TOTAL	1,079	3,130	\$56,353,957.93	\$18,287,199.10	\$74,641,157.03

Source: Federal Emergency Management Agency Repetitive Loss Properties Report for Broward County, August 17, 2022, Report

Greatest increase in number of Repetitive Loss Properties (from 2017 LMS to present):

- Fort Lauderdale -- 95 to 195 properties
- Biggest decrease in number of Repetitive Loss Properties (from 2017 LMS to present)
- West Park -- 18 to 6 properties

Table 4.26: NFIP SRL Properties by Jurisdiction (as of 2022)

Jurisdiction	Number of SRL Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Coconut Creek	0	0	\$0.00	\$0.00	\$0.00
Cooper City	0	0	\$0.00	\$0.00	\$0.00
Coral Springs	1	13	\$0.00	\$0.00	\$0.00
Dania Beach	5	87	\$156,949.14	\$28,728.22	\$185,677.36
Davie	2	11	\$132,085.38	\$226,528.00	\$358,613.38
Deerfield Beach	0	5	\$103,688.22	\$12,327.08	\$116,015.30
Fort Lauderdale	23	159	\$1,258,570.94	\$1,193,075.30	\$2,451,646.24
Hallandale Beach	22	76	\$4,691,415.25	\$2,023,704.87	\$6,715,120.12
Hillsboro Beach	0	0	\$0.00	\$0.00	\$0.00
Hollywood	14	37	\$597,251.22	\$372,218.34	\$969,469.56
Lauderdale-By-The-Sea	0	0	\$0.00	\$0.00	\$0.00
Lauderdale Lakes	1	0	\$0.00	\$0.00	\$0.00

Jurisdiction	Number of SRL Properties	Number of Losses	Building Payments	Contents Payments	Total Payments
Lauderhill	3	0	\$0.00	\$0.00	\$0.00
Lazy Lake	0	0	\$0.00	\$0.00	\$0.00
Lighthouse Point	0	0	\$0.00	\$0.00	\$0.00
Margate	0	0	\$0.00	\$0.00	\$0.00
Miramar	1	0	\$0.00	\$0.00	\$0.00
North Lauderdale	0	0	\$0.00	\$0.00	\$0.00
Oakland Park	10	30	\$958,919.42	\$309,370.31	\$1,268,289.73
Parkland	0	0	\$0.00	\$0.00	\$0.00
Pembroke Park	4	7	\$106,987.88	\$327,594.89	\$434,582.77
Pembroke Pines	1	0	\$0.00	\$0.00	\$0.00
Plantation	0	0	\$0.00	\$0.00	\$0.00
Pompano Beach	1	10	\$481,228.54	\$0.00	\$481,228.54
Sea Ranch Lakes	0	0	\$0.00	\$0.00	\$0.00
Southwest Ranches	0	0	\$0.00	\$0.00	\$0.00
Sunrise	1	0	\$0.00	\$0.00	\$0.00
Tamarac	0	0	\$0.00	\$0.00	\$0.00
Broward Municipal Services Districts	6	22	\$321,939.07	\$180,048.15	\$501,987.22
West Park	3	11	\$118,648.77	\$47,225.57	\$165,874.34
Weston	0	0	\$0.00	\$0.00	\$0.00
Wilton Manors	1	0	\$0.00	\$0.00	\$0.00
TOTAL	99	468	\$8,927,683.83	\$4,720,820.73	\$13,648,504.56

Source: Federal Emergency Management Agency Repetitive Loss and Severe Repetitive Loss Properties Report for Broward County, August 17, 2022, Report

Table 4.27: RL/SRL Properties by Property Type (as of 2022)

Jurisdiction	Residential		Commercial		Other Non-Residential	
	RL	SRL	RL	SRL	RL	SRL
Coconut Creek	1	-	-	-	-	-
Cooper City	4	-	-	-	-	-
Coral Springs	18	1	-	-	1	-
Dania Beach	21	5	6	-	1	-
Davie	25	2	1	-	1	-
Deerfield Beach	8	-	-	-	1	-
Fort Lauderdale	145	19	9	1	18	3
Hallandale Beach	142	17	4	4	7	1
Hillsboro Beach	2	-	-	-	-	-
Hollywood	235	11	2	-	9	3
Lauderdale-By-The-Sea	1	-	-	-	1	-

Lauderdale Lakes	22	1	-	-	-	-
Lauderhill	41	3	-	-	-	-
Lighthouse Point	3	-	-	-	-	-
Margate	61	-	-	-	-	-
Miramar	43	1	-	-	-	-
North Lauderdale	14	-	-	-	-	-
Oakland Park	32	5	8	4	5	1
Parkland	1	-	-	-	-	-
Pembroke Park	4	-	1	3	2	1
Pembroke Pines	14	1	-	-	-	-
Plantation	16	-	-	-	-	-
Pompano Beach	22	-	5	1	5	-
Southwest Ranches	2	-	-	-	-	-
Sunrise	11	1	-	-	-	-
Tamarac	14	-	-	-	-	-
West Park	3	3	-	-	-	-
Weston	1	-	-	-	-	-
Wilton Manors	19	1	2	-	1	-
Broward Municipal Services Districts	53	4	-	1	5	1

Source: Federal Emergency Management Agency Repetitive Loss and Severe Repetitive Loss Properties Report for Broward County, August 17, 2022, Report

Sea Level Rise/Climate Change

As is stated in the following narrative, the probability of future increases in high tide flooding events in Broward County due to sea level rise is considered “highly likely”. More specifics about the scenarios that were developed for Broward County and how they are consistent with planning scenarios are included in the subsection below. In addition, the subsection describes the potential impact to residents and businesses.

Background

Sea level rise, caused by climate change, is a phenomenon resulting from a consistent change in the earth’s temperature that leads to changes in atmospheric and climatic patterns which ultimately impacts the complex hydrology of southeast Florida, including surface and subsurface flows. While the majority of sea level rise realized to date has been a function of thermal expansion

of oceanic waters the melting of ice at the polar ice caps is likely to substantially influence the total rate of rise in the coming decades both worldwide and regionally. While there is still debate on the degree of the impact, the evidence is clear that a trend is occurring, and sea levels have been rising for the better part of the 20th century and into the 21st century. The rate of rise is increasing, with an average of 1 inch of rise measured every 4 to 4 ¼ years during the last several decades. A total of 40 inches of sea level rise is anticipated by 2070, relative to 2000, for southeast Florida under the NOAA Intermediate-High scenario.

This chapter will not go into the details of what is causing climate change; it will focus on the impacts from climate change on sea level rise including storm surge and coastal flooding. The mitigation strategies section will follow up to propose potential adaptation and mitigation actions. Sea level rise and other impacts of climate change also affect atmospheric and hydrologic patterns which in turn impact other hazards like inland flood (increased rainfall periods), drought (decreased rainfall periods), and wildfire (exacerbated by vegetative fuel growth in periods of higher rainfall and then burn risk in drier periods). The impact of climate change on these hazards will be discussed in the appropriate hazard subsections of Chapter 4. For this subsection, the impacts of sea level rise will be discussed.

An article from Nature Geoscience by T.R. Knutson, et al. entitled “Tropical Cyclones and Climate Change” (2010) referenced in the SFWMD report entitled “Past and Projected Trends in Climate and Sea Level Rise for South Florida – External Review Draft” (2011) reveals that the potential impacts of climate change, particularly global warming, for the Atlantic Ocean basin are the following:

- Decrease in the number of tropical storms and hurricanes from 6-34% (due to increased wind shear over the Atlantic basin)
- Increase in the wind intensity of the hurricanes from 2-11%
- Increase in the height and strength of hurricane storm surge (due to higher sea level and wind intensity)
- Rainfall increases of up to 20% within 60 miles of tropical storms and hurricanes.
- Currently, there is no indication of large alterations of historical storm origin and tracks so south Florida continues to be a target of high probability.

The 2011 SFWMD report states that the main concerns with sea level rise for South Florida are the following:

- Saltwater intrusion into coastal aquifers and a diminishing of fresh groundwater which negatively impacts the public water supply.
- Less capacity to drain overland flooding and stormwater from inland areas to marine waters because the higher sea levels effectively block positive drainage from west to east (i.e., due to low South Florida surface elevations, most larger and local drainage systems depend on a differential between upstream and downstream water levels, headwater and tailwater respectively, where the downstream areas are generally in tidal/marine areas).
- Increased tropical storm and hurricane surge levels.
- More frequent coastal flooding and some inundation of coastal real estate by marine water

Location and Spatial Extent

As a coastal county, the impact of sea level rise on Broward County has the potential to be high to severe in the long term. The inundation maps (Maps 4.14-4.17) and at-risk property information (Tables 4.32- 4.35) provided in this section utilizes the Sea Level Rise projections for NOAA intermediate-Low and Intermediate-High Scenarios as outlined in NOAA 2017 report. Based on

the Southeast Florida Regional Climate Change Compact's (Compact) latest Unified Sea Level Rise Projection report (2019 update), Broward County uses the same NOAA 2017 Sea Level Rise projections for the future planning purposes. The Compact's Unified Sea Level Rise Projections for Key West gauge indicate 17 in and 40 in of rise in sea levels by 2040 and 2070, respectively under the 2017 NOAA Intermediate-High scenario. Sea level rise projections for 2040 and 2070 used in this assessment also align with the statutory requirement of the Resilient Florida Grant Program.

Historical Occurrences

Historical (1913-2020) data from NOAA Key West tidal gauge indicates that relative sea levels has been rising at a rate of 2.5 mm/yr (or 1 inch/10-yr). However, recent analyses of Key West tide gauge record indicate a more rapid acceleration in the rate of sea level rise since 2000; five-year average sea level trends showed a 5 inch of increase in relative mean sea levels between 2000-2021. A majority of the coastal water control infrastructure managed by the SFWMD was constructed between 1950 and 1960. The Standard Flood design criteria for many of these structures assumes a headwater-tailwater differential of 6 inches. Increasing tidal levels may have already started affecting the drainage capacity of these coastal drainage structures especially for the solely gravity driven structures. A recent (2022) "Flood Protection Level of Service" study by SFWMD indicates reduced level of flood protection in several basins (e.g., NNR, C-13, C-14 and Pompano) in the County due to rising tidal levels limiting the drainage capacity of the gravity-controlled structures.

Probability and Extent of Future Occurrences

The probability of future increase in high tide flooding events in Broward County due to sea level rise is considered "highly likely". Sea level rise projections for the year 2100 from 2017 NOAA report and 2019 Compact report indicate a potential range from 2.7 to 8.5 feet. The main variable affecting such large range of these estimates is the uncertainty in the rate of glacial and polar ice melting to be realized in the coming decades. More specifics about the scenarios developed for Broward County consistent with planning scenarios developed in conjunction with the Compact are provided in subsection below.

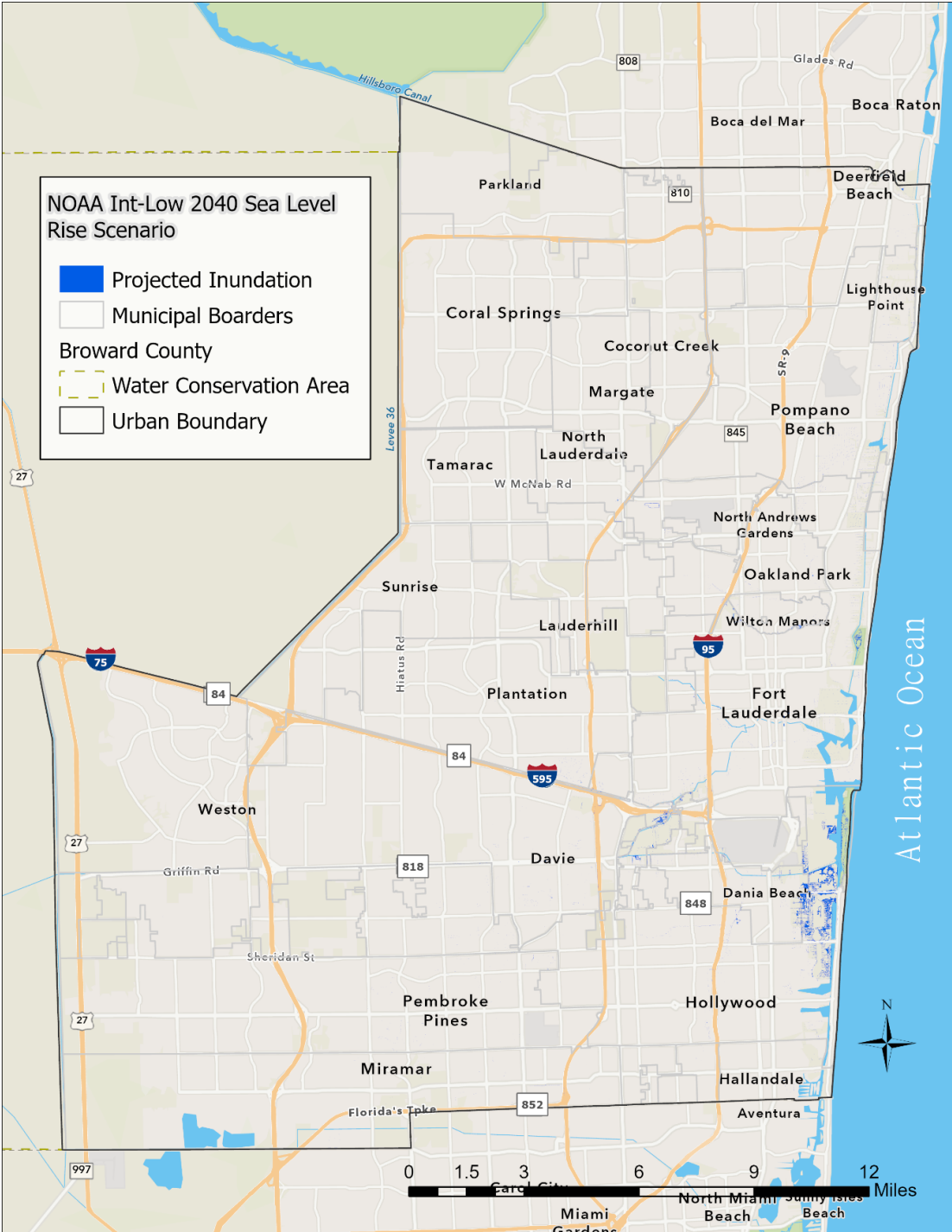
Vulnerability Assessment

While there is considerable non-scientific debate about the probability of sea level rise, and variation within the scientific community on the severity of sea level rise (but consensus on the probability), the County is likely to continue to be vulnerable to the impacts of sea level rise. The level of impact ranges from moderate to severe.

In 2021 a vulnerability assessment of Broward County was conducted using the NOAA Intermediate-High (Int-High), and Intermediate-Low (Int-Low) sea level rise scenarios for 2040 and 2070. See **Maps 4.13** - below for a spatial depiction of the inundation risk from these four sea level rise scenarios, based solely on land elevation relative to predicted coastal water levels. The assessment revealed that under the NOAA Int-Low 2040 scenario, the total taxable value (as of 2021) of vulnerable property was \$10B, while under the highest scenario evaluated (Int-High 2070) the taxable value of vulnerable properties increased to \$42B (See Figure XE below). Under the highest scenario evaluated (Int-High 2070) 1.05% of the County is impacted with residential and other being the major land use types inundated. However, under the other scenarios evaluated (Int-High 2040, Int-Low 2070, and Int-Low 2040), conservation lands and open space

is the land use type with the highest projected impacts (**See Tables 4.31-35**). In terms of acres inundated, wetlands are among the major land use type impacted." **Tables 4.31-35**, after the maps, show the projected damage impacts and level of inundation by land use for the analyzed future climate scenarios. This analysis is currently being augmented with a more complete evaluation of the combined impacts of compound flood factors, sea level rise, groundwater table rise, rainfall (and intensification), high tides, and storm surge, on coastal and inland flooding with detailed accounting of water management systems and operations as part of a County-wide Resilience Plan. This project will be completed in 2024 and will present a more comprehensive and accurate assessment of future flood risk county-wide than what can be derived from the current elevation-based model and data set.

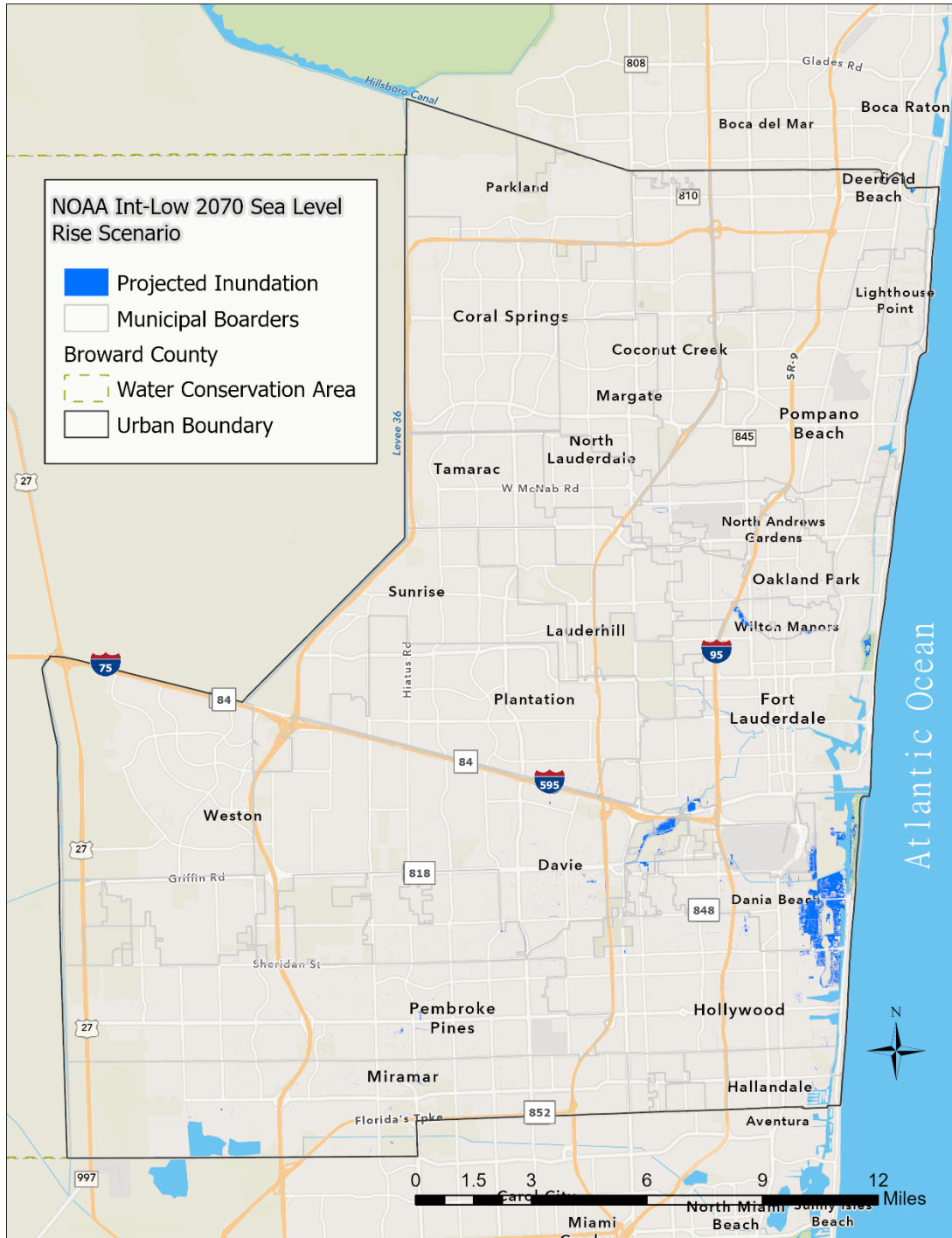
Map 4.13: Inundation Extent in Broward County under the NOAA Int-Low 2040 Sea Level Rise Scenario



Source:

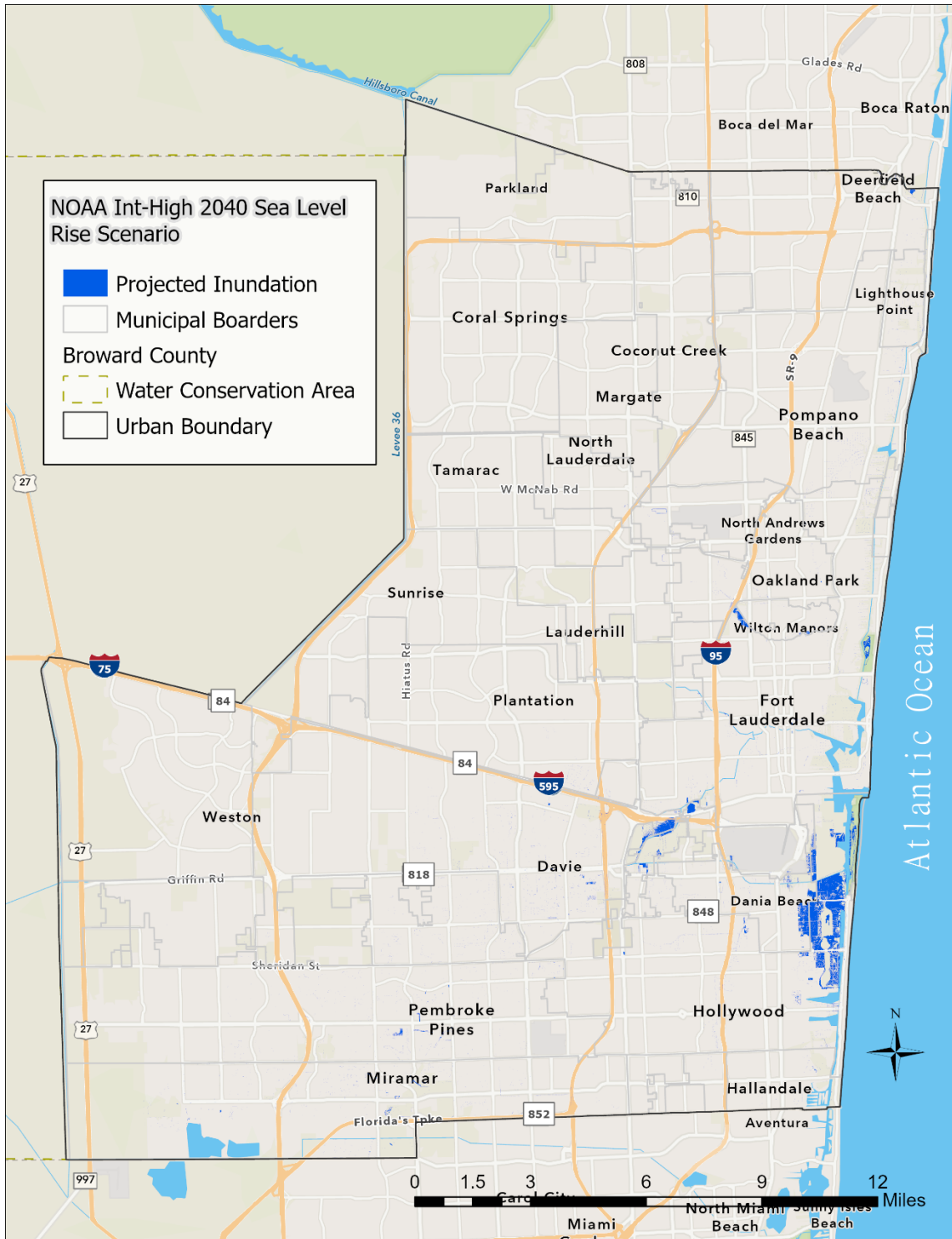
Broward County Resilience Unit, NOAA 2022

Map 4.14: Inundation Extent in Broward County under the NOAA Int-Low 2070 Sea Level Rise Scenario



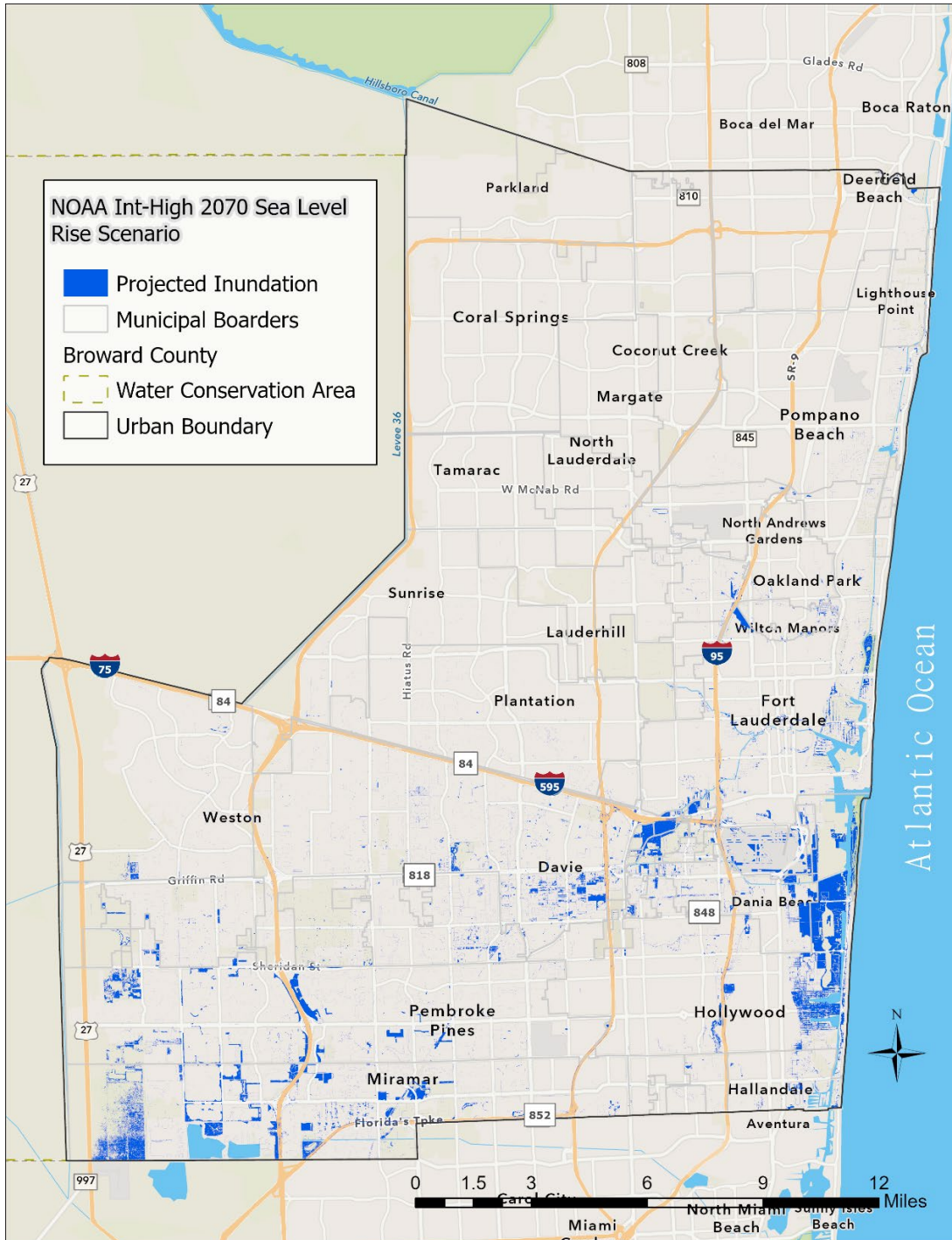
Source: Broward County Resilience Unit, NOAA 2022

Map 4.15: Inundation Extent in Broward County under the NOAA Int-High 2040 Sea Level Rise Scenario



Source: Broward County Resilience Unit, NOAA 2022

Map 4.16: Inundation Extent in Broward County under the NOAA Int-High 2070 Sea Level Rise Scenario



Source: Broward County Resilience Unit, NOAA 2022

Table 4.28: Taxable Property Value County-wide projected to be at risk due to sea level rise under NOAA 2017 Intermediate-High and Intermediate-Low scenarios for the 2040 and 2070 timeframes.

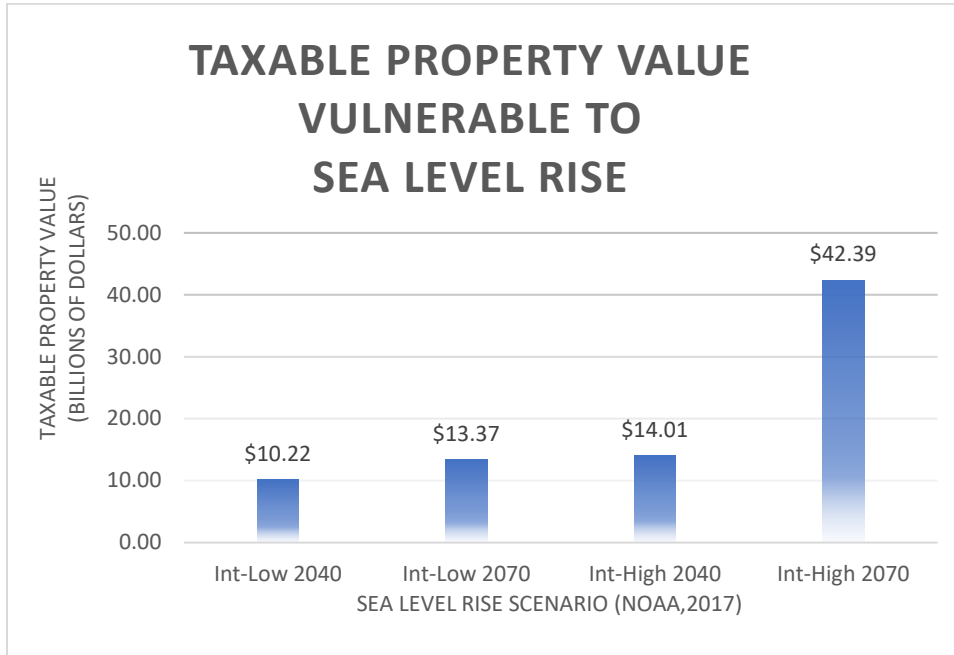


Table 4.29: Loss Estimation of Broward Commercial Properties for NOAA Int-High & Int-Low 2040 & 2070 Sea Level Rise Scenarios

Scenario	Value for Vulnerable Commercial Properties	Approximate Level of Damages*
Int-Low 2040	\$1,745,630,160	\$34,912,603,200
Int-Low 2070	\$2,677,829,940	\$53,556,598,800
Int-High 2040	\$2,911,300,200	\$58,226,004,000
Int-High 2070	\$9,766,260,610	\$195,325,212,200

Source: Broward County Resilience Unit, Broward County Appraiser GIS, NOAA 2017. Last Year Taxable Value field used from the Broward County Property Appraiser's Parcel Data

* Sum of commercial property building taxable values with projected inundation

** Multiply total building value in inundation zone by 20% to estimate building and content damage

Table 4.30: Land Use Impacts Under the NOAA Int-Low 2040 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of that Land Use
Residential	43.38	112,129.16	0.04%
Commercial	11.48	27,573.68	0.04%
Industrial	1.96	10,727.40	0.02%
Agriculture and Timber Lands	3.30	4,966.36	0.07%
Conservation Land/ Open Space & Recreation	384.71	86,038.21	0.45%
Utilities / Transportation	23.05	35,670.19	0.06%
Other	153.02	506,689.28	0.03%

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Table 4.31: Land Use Impacts Under the NOAA Int-Low 2070 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of that Land Use
Residential	105.79	112,129.16	0.09%
Commercial	38.79	27,573.68	0.14%
Industrial	8.09	10,727.40	0.08%
Agriculture and Timber Lands	12.35	4,966.36	0.25%
Conservation Land/ Open Space & Recreation	1004.39	86,038.21	1.17%
Utilities / Transportation	60.70	35,670.19	0.17%
Other	375.39	506,689.28	0.07%

Source: Broward County Resilience Unit, Broward County Property Appraiser GIS, NOAA 2022

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Table 4.32: Land Use Impacts Under the NOAA Int-High 2040 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of Land Use
Residential	124.79	112,129.16	0.11%
Commercial	53.71	27,573.68	0.19%
Industrial	11.51	10,727.40	0.11%
Agriculture and Timber Lands	13.82	4,966.36	0.28%
Conservation Land/ Open Space & Recreation	1090.12	86,038.21	1.27%
Utilities / Transportation	73.75	35,670.19	0.21%
Other	427.41	506,689.28	0.08%

Source: Broward County Resilience Unit, Broward County Property Appraiser GIS, NOAA 2022

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Table 4.33: Land Use Impacts Under the NOAA Int-High 2070 Sea Level Rise Scenario

Land Use	Inundation (acres)	Total Land Use Coverage (acres)	Percent Inundation of Land Use
Residential	2,151.31	112,129.16	1.92%
Commercial	508.11	27,573.68	1.84%
Industrial	143.67	10,727.40	1.34%
Agriculture and Timber Lands	265.50	4,966.36	5.35%
Conservation Land/ Open Space & Recreation	1,668.02	86,038.21	1.94%
Utilities / Transportation	841.76	35,670.19	2.36%
Other	2,654.56	506,689.28	0.52%

Source: Broward County Resilience Unit, Broward County Property Appraiser GIS, NOAA 2022

Land use codes sourced from the Broward County Property Appraiser's Office. Note, for Agricultural and Timber Lands codes = 50-69, for Conservation Land/ Open Space code = 82 or 97, for Utilities/ Transportation code = 91 or 94, for Other code = All Institutional codes, Miscellaneous codes excluding 91, 94, 97, and including all Government codes excluding 82, and including codes 98 and 99, and parcels with unlisted codes. See codes at: https://bcpa.net/use_code.asp

Geologic Hazards

For the purposes of this risk assessment geologic hazards are events or incidents that involve seismic or non-seismic ground failures such as earthquakes, landslides, sinkholes, land subsidence, and expansive soils as well as the hazards of tsunami and volcano. The occurrence of geologic hazards is often interrelated with other natural phenomena.

Other Natural Hazards

For the purposes of this vulnerability assessment, “other” natural hazards are limited to wildfire.

Wildfire

Background

A wildfire is any fire occurring in a wildland area (i.e., grassland, forest, brush land) except for fire under prescription.¹⁴ Wildfires are part of the natural management of forest ecosystems but may also be caused by human factors. Nationally, over 80% of forest fires are started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildfire is lightning.

There are 3 classes of wildland fires: surface fire, ground fire, and crown fire. A surface fire is the most common of these 3 classes and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire (muck fire) is usually started by lightning or human carelessness and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Wildland fires are usually signaled by dense smoke that fills the area for miles around.

Wildfire probability depends on local weather conditions, outdoor activities such as camping, debris burning, and construction, and the degree of public cooperation with fire prevention measures. Drought conditions and other natural hazards (such as tornadoes, hurricanes, etc.) increase the probability of wildfires by producing fuel in both urban and rural settings. Forest damage from hurricanes and tornadoes may also block interior access roads and fire breaks, pull down overhead power lines, or damage pavement and underground utilities.

Many individual homes and cabins, subdivisions, resorts, recreational areas, organizational camps, businesses, and industries are located within high wildfire hazard areas. Further, the increasing demand for outdoor recreation places more people in wildlands during holidays, weekends, and vacation periods. Unfortunately, wildland residents and visitors are rarely educated or prepared for wildfire events that can sweep through the brush and timber and destroy property within minutes.

Wildfires can result in severe economic losses as well. Businesses that depend on timber, such as paper mills and lumber companies, experience losses that are often passed along to consumers through higher prices, and sometimes jobs are lost. The high cost of responding to and recovering from wildfires can deplete state resources and increase insurance rates. The

¹⁴ Prescription burning, or “controlled burn,” undertaken by land management agencies is the process of igniting fires under selected conditions, in accordance with strict parameters.

economic impact of wildfires can also be felt in the tourism industry if roads and tourist attractions are closed due to health and safety concerns.

State and local governments can impose fire safety regulations on home sites and developments to help curb wildfire. Land treatment measures such as fire access roads, water storage, helipads, safety zones, buffers, firebreaks, fuel breaks, and fuel management can be designed as part of an overall fire defense system to aid in fire control. Fuel management, prescribed burning, and cooperative land management planning can also be encouraged to reduce fire hazards.

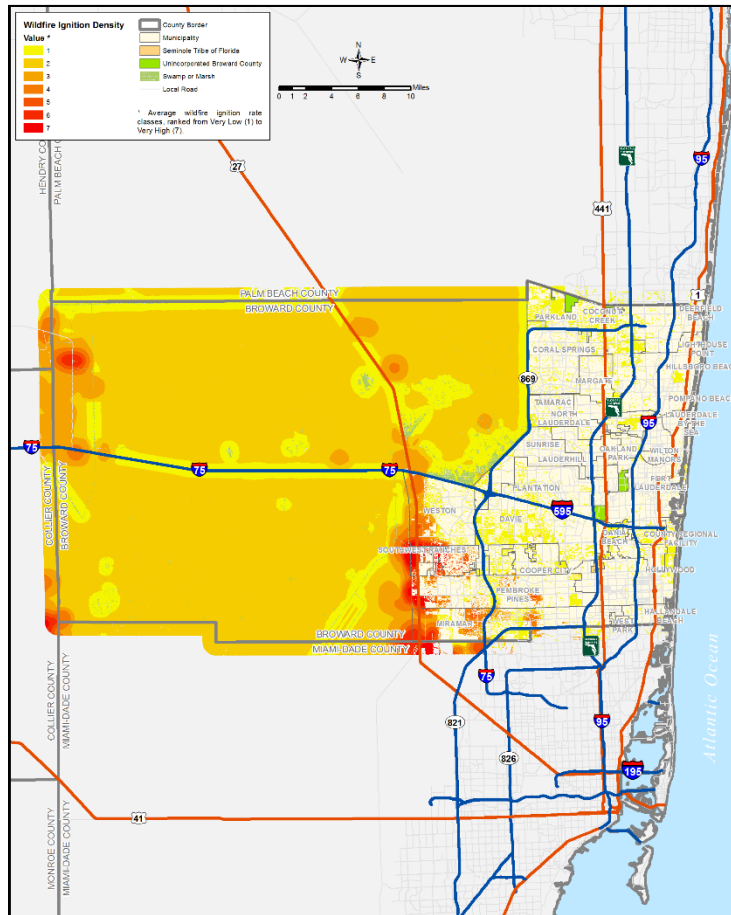
Location and Spatial Extent

Wildfires remain a major hazard of concern throughout the State of Florida. According to the Florida Division of Forestry, nearly 5 million acres have been burned across the state by wildfire since 1981. This includes nearly 125,000 distinct fires, equating to an average wildfire size of 40 acres though many of the larger uncontrolled wildfires may burn hundreds of thousands of acres before being suppressed. The leading causes have been wildfires in Florida have been identified as lightning (particularly in the summer months), incendiary (arson), and debris burning.

Broward County is comprised of 1,197 square miles of land, of which 787 square miles lie within the Everglades Conservation Area. Even though the Everglades are typically thought as of being boggy or wet, a substantial part of the everglades is comprised of sawgrass and melaleuca trees that can rapidly burn. Most fires in the Everglades are started by lightning, a very frequent phenomenon in the Everglades, due to large thunderstorms that form inland. Other fires are caused by improper burning at campfires, or arson.

The Florida Division of Forestry recently completed the development of the Florida Wildfire Risk Assessment System (FRAS). The primary purpose of FRAS is to provide an automated tool for Division staff, as well as other Florida fire specialists, to access and use a series of spatial map data that has been compiled and derived to support operational staff in the future assessment and management of wildland fire risk across the state. This data has been derived by a team of fire experts and reflects the latest and most accurate data describing the wildland fire risk situation based on burnable areas within Florida. **Figure 4.12** illustrates the default FRAS data for Broward County.

Figure 4.12: Wildfire Risk Areas in Broward County



Source: Southern Wildfire Risk Assessment

According to FRAS, the municipalities in western Broward County are at greatest risk to wildfire. They are Coral Springs, Miramar, Parkland, Pembroke Pines, Southwest Ranches, Sunrise, Tamarac, and Weston.

While most of the Broward County municipalities are not likely to be heavily impacted directly by wildfire, the secondary effects of smoke and ash pose significant threats to air quality throughout the area. Human respiratory health is a related concern regarding wildfires occurring not only in the county, but also elsewhere in south Florida.

Historical Occurrences

According to the Florida Division of Forestry, there have been over 21 significant fires in Broward County since 1981 (burning 10,000 acres or more).

Most of these large wildfire events occur in the undeveloped, western portions of Broward County, including the Everglades, and most have occurred during Broward County's dry season which extends from January through May. Common causes of wildfires within the county are drought,

lightning, arson; carelessness by smokers; debris burning; equipment operation; and children playing with matches.

Residential development within the past 10 years has encroached on environmentally sensitive land, including the Everglades Conservation Area. The impact of wildfires in Broward County is seen by reduced air quality, closure of roads, in particular Interstate 75 (Alligator Alley) which is a main link with the west coast of Florida, and in some cases, fires can be a threat to residential and business structure. Wildfires also potentially impact the Miccosukee and Seminole tribal activities in the Everglades.

During May 2007, at least 233 fires burned roughly 100,000 acres in 52 of the 67 Florida Counties, mostly in the northern, central, and southwest. Although most of the acreage burnt by these fires occurred outside of Broward County, the county was blanketed with smoke. This resulted in the closure of major roads and forced many people indoors. On May 9th, the Air Quality Index reached an "unhealthy" range of 154, meaning that the air was unhealthy for sensitive people who have asthma and heart disease. No significant wildfires have occurred in Broward County since 2007.

Probability and Extent of Future Events

The probability of future large wildfire events in western portions of Broward County is considered "likely", particularly during drought cycles and abnormally dry conditions in the Everglades. Of more concern to Broward County emergency management officials are the smaller, more frequent brush fires that ignite in pockets of undeveloped natural areas during periods of dry conditions that are immediately adjacent to developed properties in the urban areas of the County. In the future Broward County is likely to be impacted by significant wildfires that could burn over 10,000 acres or more.

Future Risk Conditions Influencing Wildfire

As discussed earlier in the drought subsection, climate change will likely bring periods of extended drought and higher temperatures which would exacerbate the risk of wildfire in already vulnerable areas.

Vulnerability Assessment

According to the 2011 State of Florida Wildfire Hazard Mitigation Plan Annex, the Florida Fire Service (FFS) maintains a Fire Activity Report database that includes information on all wildfires that FFS responded to dating back to 1980. According to these records, there have been 141,230 fires that have burned over 5 million acres in the past 30 years in Florida. The 2009 parcel data remained the same for Broward County.

Table 4.34: Estimated Number of Structures at Risk from Wildfire

Structure Type	Number of At-Risk Structures
Single-Family Homes	30,840
Mobile Homes	3,980
Multi-Family Homes	21,105
Commercial	1,420
Agriculture	418
Gov./Institutional	372
Total	58,135

Human Caused Hazards

Human caused hazards can affect localized or regional areas are often unpredictable, can cause loss of life and property damage, and can significantly impact infrastructure in Broward County. This section includes human caused hazards that pose the greatest risk in Broward County. Human caused hazards are categorized as biological, societal, and technological. Hazards are listed alphabetically by category.

Biological Hazards

Pandemic/Infectious Disease

Background

Infectious diseases are a constant threat to humanity. Societal, environmental, and technological factors impact the occurrence and persistence of infectious diseases worldwide, as new diseases (e.g., SARS, West Nile Virus) continue to emerge each year and old diseases reappear or evolve into new drug-resistant strains (e.g., malaria, tuberculosis, bacterial pneumonias). Infectious diseases can be carried by infected people, animals, and insects, and can also be contained within commercial shipments of contaminated food.

Three terms are commonly used to classify disease impacts: endemic, epidemic, and pandemic. An endemic is always present at a low frequency (e.g., chicken pox in the U.S.). An epidemic is a sudden severe outbreak of disease (e.g., the bubonic plague during Medieval times), and a pandemic is an epidemic that becomes very widespread and affects a whole region, a continent, or the world (e.g., the 1957 flu pandemic caused at least 70,000 deaths in the U.S. and 1-2 million deaths worldwide.). Fears of pandemic have risen in recent years as our globalized economy and growing population fosters large scale international travel and trade. Also, growing populations increases the vulnerability of all areas to disease as it can travel more quickly and creates difficulty in preventing the spread of infection.

Location and Spatial Extent

Disease impacts all areas of the world, and all areas are vulnerable. Third world countries have fewer resources to fight disease and may be more vulnerable than more industrialized nations. In the United States, the public health system works at the federal, state, and local levels to monitor diseases, plan, and prepare for outbreaks, and prevent epidemics where possible. But, in the age of air travel and worldwide shipping, it is becoming increasingly difficult to contain localized outbreaks as infected or exposed people travel and work, sending the disease across the globe in a matter of hours. Therefore, in an increasing globalized world, public health threats that are not endemic to Florida can impact the region very quickly from halfway around the world.

Historical Occurrences

In early 2020, the Covid-19 pandemic in Broward County impacted businesses and governmental operations. As of this 2022 ELMS update, while the numbers of hospitalized Covid patients and deaths in the Broward County area have fallen, the test positivity rate remains high. Since the beginning of the pandemic, a total of 766,482 cases have been reported. At least 1 in 290 residents have died of Covid-19 for a total of 6,735 reported deaths.

(Source: *Communicable Disease Frequency Report, Florida Department of Health*)

The Florida Department of Health and the Broward County Health Department maintain disease surveillance for the County, reporting all known medical diagnoses of certain diseases. The current list of reportable communicable diseases for 2022 is listed in **Table 4.37** below.

Table 4.35: Broward County Communicable Disease Cases

Reportable Communicable Disease	Total Reported Cases	Percent of total county population impacted*
Anaplasmosis	2	0.04%
Brucellosis	1	0.02%
Campylobacteriosis	241	5.17%
Carbon monoxide poisoning	9	0.19%
Ciguatera fish poisoning	4	0.09%
Coronavirus/COVID-19	1,071	0.54%
Creutzfeldt-Jakob Disease (CJD)	6	0.13%
Cryptosporidiosis	49	0.05%
Cyclosporiasis	21	0.45%
Giardiasis, acute	93	2.00%
Haemophilus influenzae invasive disease	24	0.52%
Hemolytic Uremic Syndrome (HUS)	1	0.02%
Hepatitis A	8	0.17%
Hepatitis B (pregnant women)	84	1.80%
Hepatitis B, Acute	39	0.84%
Hepatitis B, Chronic	529	11.35%
Hepatitis C, Acute	92	1.97%
Hepatitis C, Chronic (including perinatal)	879	18.86%
Lead Poisoning	212	4.55%
Legionellosis	32	0.69%
Listeriosis	2	0.04%
Malaria	6	0.13%

Reportable Communicable Disease	Total Reported Cases	Percent of total county population impacted*
Meningitis, bacterial or mycotic	5	0.11%
Meningococcal Disease	6	0.13%
Mercury Poisoning	1	0.02%
Mpox	710	15.24%
Mumps	1	0.02%
Pertussis	1	0.02%
Pesticide-related illness and injury, acute	1	0.02%
Rabies, animal	3	0.06%
Rabies, possible exposure	346	7.42%
Rocky Mountain spotted fever and spotted fever rickettsiosis	1	0.02%
Salmonella Paratyphi infection	2	0.04%
Salmonella Typhi infection	1	0.02%
Salmonellosis	898	19.27%
Shiga toxin-producing Escherichia coli (STEC) infection	93	2.00%
Shigellosis	149	3.20%
Streptococcus pneumoniae invasive disease	53	1.14%
Varicella (chickenpox)	38	0.82%
Vibriosis (excluding cholera and Vibrio vulnificus)	15	0.32%
Vibriosis (Vibrio vulnificus)	2	0.04%
Total:	4,661	100%

Source: Data Source: Communicable Disease Frequency Report, Florida Department of Health, 2022

Probability of Future Occurrences

Historical evidence shows that the population of Broward County is vulnerable to disease outbreak, and it is probable that epidemics of infectious disease will impact Broward County in the future warranting a probability level of likely. State and local public health officials maintain surveillance in hopes of identifying disease prominence and containing potential threats before they become epidemics.

Vulnerability Assessment

Estimated potential losses are difficult to calculate because infectious disease causes little damage to the built environment and damages generally are experienced through public health response and medical costs as well as lost wages by patients. Therefore, it is assumed that all buildings and facilities are exposed to disease but would experience negligible damage in the occurrence of an outbreak, but the costs to the public health sector for responding to an outbreak as well as impact to humans may be great.

Hand washing is an effective means of preventing the spread of many diseases, including colds, influenza, norovirus, and shigellosis. Increasing participation in immunization programs will help decrease the vulnerability of some portions of the population to vaccine-preventable diseases. Additional prevention measures continue to be taken in Broward County to limit exposure to insect borne disease (Encephalitis, West Nile Virus, etc.), which primarily means limiting exposure to

mosquitoes. Additional spraying of ponds, standing water, and neighborhoods is occurring throughout Broward County to limit mosquito reproduction.

Societal Hazards

Active Shooter

Background

Active shooter describes the perpetrator of a type of mass murder marked by rapidity, scale, randomness, and often suicide. The Federal Bureau of Investigation defines an active shooter as "one or more individuals actively engaged in killing or attempting to kill people in a populated area.", excluding self-defense, gang or drug violence, crossfire, and domestic disputes. The United States Department of Homeland Security defines an active shooter as "an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to this selection of victims." Most incidents occur at locations in which the killers find little impediment in pressing their attack. Locations are generally described as *soft targets* that carry limited security measures to protect members of the public. In most instances, the shooters die by suicide, are shot by police, or surrender when confrontation with responding law enforcement becomes unavoidable. In addition, active shooter events are often over in 10 to 15 minutes. In the past five years, Broward County law enforcement, government officials, school employees, and residents have been experiencing a heightened awareness of the possibility of an active shooter incident occurring in a school or even at public venues. The emergence of an active shooter as a significant hazard stem from the tragic event that occurred at Marjory Stoneman Douglas High School in Parkland in 2018.

On February 14, 19-year-old Nikolas Cruz opened fire on students and staff at Marjory Stoneman Douglas High School in Parkland, a suburb about 30 miles northwest of Fort Lauderdale, murdering 17 people and injuring 17 others. Cruz, a former student at the school, fled the scene on foot by blending in with other students, and was arrested without incident approximately one hour later in nearby Coral Springs. The killing spree is the deadliest high school shooting in United States history, surpassing the Columbine High School massacre that killed 15, including the shooters, in Colorado in April 1999. In the aftermath of the shooting, students at Parkland founded Never Again MSD, an advocacy group that lobbies for gun safety regulations. Governor Rick Scott subsequently signed a bill that implemented new restrictions to Florida's gun laws, and which also allowed for the arming of teachers who are properly trained. The bill also provided funding for the hiring of additional school resource officers. On October 20, 2021, Cruz pleaded guilty to all charges, and on November 2, 2022, he was sentenced to life in prison without the possibility of parole.

Probability and Extent of Future Events

The probability of this hazard occurring is highly likely.

Mass Migration

Background

Mass migration is defined as large numbers of foreign refugees illegally entering into the United States whether by air, land, or sea. The control of migration into the United States is entirely the responsibility of the United States Department of Homeland Security (DHS). As necessary, DHS will deploy resources and direct multi-agency operations to address a potential and full-scale mass migration event in coordination with state and local agencies. Refugees will be processed by the United States Immigration and Naturalization Service, and anyone who is denied entry but remains in the United States will be classified as an illegal alien. Persons entering the United States illegally, or entering through legal manner, such as under Visas etc., but overstay the expiration of the Visa are also considered illegal aliens.

A large uncontrolled influx of immigrants has the potential of significantly disrupting the social and economic stability of local communities by overwhelming the delivery of essential services such as medical response and public safety. While the federal government has the primary responsibility for assuming control of mass migration emergencies, Broward County may have to provide basic care including shelter, food, water, medical, and other social services.

Mass migration events can have widespread and lasting social and economic impacts, including:

- Adverse impacts on the capacity of public schools, public hospitals, and other public facilities to serve the resident population.
- Negative impacts on the wages and working conditions for the resident population.
- Medical costs for illegal immigrants unduly burden hospitals by having to deal with the costs of unpaid medical bills.
- Increased numbers of children without health insurance.
- Contagious diseases that are generally considered to have been controlled in the United States are readily evident along the border and entry points for migration.

Another concern with mass migration events is that many countries today are not willing to take back deported citizens that have tried unsuccessfully to relocate to the United States.

Location and Spatial Extent

Generally, it is assumed that all of Broward County is uniformly exposed to mass migration, and that the spatial extent of impact is large. The areas with the highest vulnerability to immediate and direct mass migration impacts are the coastal municipalities as such an event would likely be executed by sea.

Historical Occurrences

South Florida does have some history with mass migrations from the Caribbean basin, particularly Cuba and Haiti.

April 15 – October 31, 1980 (Mariel boatlift)

The Mariel boatlift was a mass movement of Cubans who departed from Cuba's Mariel Harbor for South Florida between April 15 and October 31, 1980. The boatlift was precipitated by a sharp

downturn in the Cuban economy, leading to simmering internal tensions on the island and a bid by up to 10,000 Cubans to gain asylum in the Peruvian embassy. The Cuban government subsequently announced that anyone who wanted to leave could do so, and an impromptu exodus organized by Cuban Americans with the agreement of Cuban President Fidel Castro was underway. Soon after it was discovered that several the exiles had been released from Cuban jails and mental health facilities, and the exodus was ended by mutual agreement between the two governments in October 1980. By that time up to 125,000 Cubans had made the journey to Florida in an estimated 1,700 boats that overwhelmed the U.S. Coast Guard. Upon arrival, many Cubans were placed in refugee camps, while others were held in federal prisons to undergo deportation hearings.

August – September 1994 (Cuban Raft Crisis)

On August 13, 1994, President Fidel Castro, in view of the increase in illegal Cuban sea exits announced in a speech that from then on, he would retire the Cuban Frontier Guard from the Cuban coasts and would allow anyone who wanted to leave the country to do so. He thereby provoked the biggest raft crisis in the history of the continent, as tens of thousands of Cubans headed by sea toward South Florida. When Florida's Governor announced that the state could not cope with the surge of arriving Cuban immigrants, President Clinton declared an immigration emergency and ordered the interception of Cuban refugees and their transfer to "safe havens" such as the U.S. Naval Base at Guantánamo Bay, Cuba. During this period a total of more than 32,000 Cuban citizens were intercepted on the high seas and transferred to Guantánamo.

Probability of Future Occurrences

As political unrest in South America and the Caribbean continues, there will always be people wanting to immigrate to South Florida where there is an existing extensive network of people from these countries in place. However, as the Department of Homeland Security (DHS) continues to increase border patrols and tightens the security requirements for inbound vessels, the likelihood of a mass migration seems less likely. The probability of future mass migration events in Broward County is considered likely.

Vulnerability Assessment

South Florida is susceptible to mass migration events due to natural catastrophes and political unrest in foreign countries, particularly Haiti and Cuba. Mass migration events involving tens of thousands of immigrants have occurred several times within the last several decades. However, due to more stringent border patrol by DHS the vulnerability of Broward County to such events is limited to moderate.

Terrorism

Background

Information in this subsection borrows heavily from the FEMA, State, and Local Mitigation Planning How-to Guide: *Integrating Manmade Hazards into Mitigation Planning* (FEMA Publication 386-7). For the sake of brevity and consistency with other subsections of this risk assessment, each individual element of terrorism is introduced in relatively abbreviated format.

International and domestic terrorism remains a significant hazard of concern for most communities across the United States, and is even more so following the attacks of September 11, 2001, in the City of New York and Washington, DC. According to the U.S. Department of Justice, Federal Bureau of Investigation (FBI), "Terrorism is the unlawful use of force or violence, or threatened use of force or violence, against persons and places for the purpose of intimidation and/or coercing a government, its citizens, or any segment thereof for political or social goals." The FBI further characterizes terrorism as either domestic or international, depending on the origin, base, and objectives of the terrorist organization; however, the origin of the terrorist or person causing the hazard is far less relevant to mitigation planning than the hazard itself and its consequences.

Terrorism can include computer-based (cyber) attacks and the use of weapons of mass destruction (WMD) to include chemical, biological, radiological, nuclear, or explosive (CBRNE) agents. However, within these general categories, there are many variations. Particularly in biological and chemical weapons, there are a wide variety of agents and ways for them to be disseminated.

The following types of terrorist attacks have been identified by FEMA as part of their guidance on integrating manmade hazards into mitigation planning:

Armed Attack

This element of terrorism refers primarily to tactical assault or sniping from a remote location.

Arson/Incendiary Attack

Arson/incendiary attack refers to the initiation of fire or explosion on or near a target either by direct contact or remotely via projectile.

Agriterrorism

Agriterrorism is the direct, typically covert contamination of food supplies or the introduction of pests and/or disease agents to crops and livestock.

Biological Agent

Liquid or solid contaminants can be dispersed using sprayers/aerosol generators or by point or line sources such as munitions, covert deposits, and moving sprayers.

Chemical Agent

Liquid/aerosol contaminants can be dispersed using sprayers or other aerosol generators; *liquids vaporizing from puddles or containers; or munitions.*

Conventional Bomb/Improvised Explosive Device

This refers to the intentional detonation of an explosive device on or near a target with the mode of delivery being via person, vehicle, or projectile.

Cyber-terrorism

Cyber-terrorism refers to electronic attack using one computer system against another. Cyberthreat vectors inclusive of hacking for political, ideological, and reputational status purposes, and for profit are constantly targeting private and governmental entities. The 2017

ELMS update classified cyberthreats as an area for additional analysis and Broward County seeks to collaborate with public and private partners such as Florida's Agency for State Technology (AST), the Florida Department of Law Enforcement (FDLE), the Multi-State Information Sharing & Analysis Center (MS-ISAC), and the Southeast Florida Fusion Center for ongoing strategic planning and training initiatives of cybersecurity policy and IT systems protection. Identified Cyberthreats Include:

Malware: Short for Malicious software, is an umbrella term used to refer to a variety of forms of hostile or intrusive software, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs. It can take the form of executable code, scripts, active content, and other software. Malware is defined by its malicious intent, acting against the requirements of the computer user - and so does not include software that causes unintentional harm due to some deficiency. The majority of malware is propagated through user-initiated actions such as clicking on a malicious link in a spam e-mail or visiting a malicious or compromised website. In other instances, malware is disseminated through advertising and drive-by downloads, which do not require user engagement for the infection to be successful.

Ransomware: Ransomware is a type of malware that encrypts files on the infected system/network (crypto ransomware), although a few variants are known to erase files or block access to the system using other methods (locker ransomware). Once access to the system is blocked, the ransomware demands a ransom in order to unlock the files, frequently \$200 - \$3,000 in bitcoins, though other currencies and gift cards are occasionally reported. Ransomware variants almost always opportunistically target victims, infecting an array of devices from computers to smartphones.

Phishing / Spear Phishing: Phishing is the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and, indirectly, money), often for malicious reasons, by disguising as a trustworthy entity in an electronic communication. Phishing is typically carried out by email spoofing or instant messaging, and it often directs users to enter personal information at a fake website, the look and feel of which are almost identical to the legitimate one. Communications purporting to be from social web sites, auction sites, banks, online payment processors or IT administrators are often used to lure victims. Phishing emails may contain links to websites that are infected with malware. Spear Phishing involves social engineering that targets a preidentified victim with details pertaining to the individual.

Denial-of-Service / Distributed Denial-of-Service: Is a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users by temporarily or indefinitely disrupting services of a host connected to the Internet. Denial of service is typically accomplished by flooding the targeted machine or resource with superfluous requests in an attempt to overload systems and prevent some or all legitimate requests from being fulfilled. In a distributed denial-of-service attack (DDoS attack), the incoming traffic flooding the victim originates from many different sources. This effectively makes it impossible to stop the attack simply by blocking a single source.

SQL Injection: Is a code injection technique, used to hack data-driven applications, in which nefarious SQL statements are inserted into an entry field for execution (e.g. to dump the database contents to the attacker). SQL injection must exploit a security vulnerability in an application's software. SQL injection is mostly known as an attack vector for websites but can

be used to attack any type of SQL database. SQL injection attacks also allows attackers to spoof identity, tamper with existing data, cause repudiation issues such as voiding transactions or changing balances, allow the complete disclosure of all data on the system, destroy the data or make it otherwise unavailable, and become administrators of the database server.

Intentional Hazardous Material Release

Solid, liquid, and/or gaseous contaminants may be intentionally released from either fixed or mobile containers.

Nuclear Bomb

A nuclear device may be detonated underground, at the surface, in the air or at high altitude.

Radiological Agent

Radioactive contaminants can be dispersed using sprayers/aerosol generators, or by point or line sources such as munitions, covert deposits, and moving sprayers.

Location and Spatial Extent

The location of terrorist attacks is unpredictable, though certain critical facilities and venues for large public gatherings are usually considered to have more inherent vulnerability. With miles of strip malls, about 7.5 million tourists visiting every year and a growing degree of diversity, many say Broward County, and all South Florida, is an ideal place to keep a low profile. Some observers say the county's growth and diversity have added a layer of anonymity for potential wrongdoers. Others point to the proximity of Port Everglades in Fort Lauderdale and the Port of Miami, 2 of the state's busiest ports, and the region's airports and flight schools.

Broward County, like most major metropolitan communities, has the potential to be a target of the terrorist. The county has several sites that would be attractive to a terrorist based on location, potential for publicity, and other targeting factors too numerous to mention here. The world is shrinking, and geographical boundaries and proximity are no longer major factors. Terrorism and drug-related crime have been linked in the past and the area has the potential to be a spawning ground for these illegal and criminal activities, factors that increase risk. Broward County has a population that is ethnically, racially, and economically diverse. While these factors, in and of themselves are of no immediate concern, they can provide individuals and groups commonly associated with terrorism, some degree of freedom to stage and conduct activities. Terrorists have and will take advantage of these conditions to blend in when conducting their illegal activities.

In the hours and days immediately following the terrorist events of September 11, 2001, attention was focused on Broward County in South Florida, where it was suspected at least one of the suicide hijackers, Mohammed Atta, had made his residence in the months prior to that fateful day. Subsequent investigations revealed that at least 7 of the 19 men who crashed hijacked planes on September 11 had spent time in the county.

The location and extent of the various types of terrorist attacks is briefly and generally described below in terms of their effect on the physical environment.

Probability of Future Events

The probability of a future terrorist attack is likely due to the number of potential targets and the current law enforcement efforts underway. The probability of future terrorist attacks is partially monitored by the Department of Homeland Security through the Homeland Security Advisory System. For more information on this system, visit <http://www.whitehouse.gov/homeland/>.

Vulnerability Assessment

The U.S. Department of Justice and the Federal Bureau of Investigation have identified Broward County as a highly volatile area for terrorism activity. There are areas in Broward that are more likely to be targets for terrorism such as critical facilities, communication systems, water and utilities, monuments, and areas where large groups congregate (e.g., stadiums, conventions, worship areas).

Technological Hazards

Hazardous Material Incident

Background

Hazardous material (HAZMAT) incidents can apply to fixed facilities as well as mobile, transportation-related accidents in the air, by rail, on the Nation's highways, and on the water. Approximately 6,774 HAZMAT events occur each year, 5,517 of which are highway incidents, 991 are railroad incidents, and 266 are due to other causes (FEMA, 1997). In essence, HAZMAT incidents consist of solid, liquid, and/or gaseous contaminants that are released from fixed or mobile containers, whether by accident or by design as with an intentional terrorist attack. A HAZMAT incident can last hours to days, while some chemicals can be corrosive or otherwise damaging over longer periods of time. In addition to the primary release, explosions and/or fires can result from a release, and contaminants can be extended beyond the initial area by persons, vehicles, water, wind, and possibly wildlife as well.

Hazardous material incidents can include the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of a hazardous material, but exclude: (1) any release which results in exposure to poisons solely within the workplace with respect to claims which such persons may assert against the employer of such persons; (2) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine; (3) release of source, byproduct, or special nuclear material from a nuclear incident; and (4) the normal application of fertilizer.

Location and Spatial Extent

A hazardous material incident can occur in a variety of locations and spatial extents. Some incidents (such as a fuel spill) can occur in a small location and impact a small spatial extent. Others, such as the release of toxic chemicals may occur from a small location or source but can spread over large areas.

The Emergency Planning & Community Right-to-Know Act of 1986 (EPCRA) requires facilities storing hazardous materials to report those substances annually to the State Emergency Response Commission (SERC), the Local Emergency Planning Committee (LEPC), and local fire departments. There are hundreds of such facilities located throughout Broward County, though many do not store substances or quantities of such that are considered extremely hazardous. Of greater concern to the emergency management community are those facilities that use or produce toxic chemicals above specific thresholds that pose major threats to human life and safety. These include Toxics Release Inventory (TRI) facilities as discussed further under *Vulnerability Assessment*. In Broward County there are a total of 130 TRI facilities, most of which are shown on **Map 4.17**.

Broward County is not only vulnerable to hazardous materials at fixed hazardous material sites but also along key transportation corridors such as Interstate 95, the Florida Turnpike, and the 2 major rail lines that transverse the County. According to the CSX Transportation's report, *Hazardous Materials Density Study for Broward County*, 2006, the topmost transported products via rail system are Sodium Hydroxide Solution, Chlorine, Liquefied Petroleum Gases, and

Petroleum Distillates. There are also 3 underground petroleum pipelines that service Miami International, Homestead, and Ft. Lauderdale International Airports.

One of the most vulnerable locations for hazardous materials incidents is Port Everglades. Port Everglades seaport is the world's third largest cruise-port. About 2.5 million passengers were accommodated at the Port in 2020. On average between 2011 to 2019 Port Everglades accommodated 3.8 million passengers. In FY 21, The dollar value breakdown of all cargo types of Port-wide trade was nearly equal with exports representing 49.9% and import representing 50.1%. Port Everglades kicked off Fiscal Year 2022, which began October 1, 2021, with a record-setting first month reaching 94,588 TEUs (20-foot equivalent units). Container volumes were up 5.5 percent in October 2021 over the previous October record set in 2018. Revenue from petroleum products accounts for nearly 25% of the Port's total revenue. Some 18 counties in Florida are directly reliant on this source of petroleum products.

Map 4.17: Toxic Release Inventory (TRI) Sites



Source: US Environmental Protection Agency 2022 TRI Basic Data Files

Historical Occurrences

Broward County averages about 1 reported hazardous material incident every 3 weeks. These incidents may be a tanker rollover or other accidental releases of substances during transport.

Slightly more than 70% of the hazardous material releases involve petroleum. The most frequently released non-petroleum-based chemicals are ammonia and chlorine.

Probability of Future Events

Due to the continuous presence of hazardous materials being transported or stored in and around Broward County, hazardous materials incidents of varying magnitudes are considered highly likely future events.

Vulnerability Analysis

The Toxics Release Inventory (TRI) is a publicly available database from the U.S. Environmental Protection Agency (EPA) that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. This inventory was established under the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) and expanded by the Pollution Prevention Act of 1990. Each year, facilities that meet certain activity thresholds must report their releases and other waste management activities for listed toxic chemicals to EPA and to their state or tribal entity. A facility must report if it meets the following three criteria:

- The facility falls within one of the following industrial categories: manufacturing; metal mining; coal mining; electric generating facilities that combust coal and/or oil; chemical wholesale distributors; petroleum terminals and bulk storage facilities; RCRA Subtitle C treatment, storage, and disposal (TSD) facilities; and solvent recovery services.
- Has 10 or more full-time employee equivalents
- Manufactures or processes more than 25,000 pounds or otherwise uses more than 10,000 pounds of any listed chemical during the calendar year. Persistent, bio accumulative and toxic (PBT) chemicals are subject to different thresholds of 10 pounds, 100 pounds, or 0.1 grams depending on the chemical.

For fixed site analysis, only toxic sites that have georeferenced data available were analyzed and the circle buffers are drawn around each hazardous material site. 2 sizes of buffers, 500 and 2,500 meters are assumed in respect to the different levels of effect-- immediate (primary) and secondary. For mobile analysis, the major roads (Interstate highway, US highway, State highway) and railroads are chosen to be the routes where hazardous material is allowed. The buffer along the roads is drawn with the same size as fixed site analysis. Census block data was used to estimate exposure.

Table 4.38 shows estimated toxic release exposure of people and buildings by jurisdiction for fixed sites using census block data, while **Table 4.39** shows the result for mobile site toxic release. Primary and secondary impact sites were selected based on guidance from FEMA Publication #426 (*Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings*) and professional engineering judgment. Because many sites containing hazardous materials are in densely populated areas, there are population and structures that could be susceptible to a release from more than 1 site. In some jurisdictions, the number of people and property has been counted more than once to account for their susceptibility to multiple potential toxic releases. Therefore, the number of people and structures that could potentially be impacted may appear to exceed the total number or value of structural units and total population by jurisdiction.

Table 4.36: Estimated Exposure of People and Buildings by Jurisdiction (Fixed Site Toxic Release)

Jurisdiction	Immediate (Primary) Impact			Secondary Impact		
	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk
Coconut Creek	0	0	\$0	15,287	3,952	\$1,093,314,447
Cooper City	0	0	\$0	0	0	\$0
Coral Springs	4,222	1,018	\$301,346,504	35,606	11,649	\$2,742,053,616
Dania Beach	1,113	668	\$204,351,779	21,178	9,393	\$2,134,792,947
Davie	0	0	\$0	4,573	2,440	\$701,481,325
Deerfield Beach	9,353	1,961	\$1,120,009,400	51,911	15,824	\$4,448,959,176
Fort Lauderdale	11,212	4,759	\$2,652,504,621	123,450	45,566	\$18,762,613,213
Hallandale Beach	0	0	\$0	0	0	\$0
Hillsboro Beach	0	0	\$0	0	0	\$0
Hollywood	4,615	2,177	\$542,352,933	72,447	27,436	\$6,384,248,787
Lauderdale-By-The-Sea	0	0	\$0	0	0	\$0
Lauderdale Lakes	154	63	\$23,765,544	3,945	1,311	\$213,447,602
Lauderhill	0	0	\$0	382	214	\$19,833,531
Lazy Lake	0	0	\$0	75	31	\$2,867,225
Lighthouse Point	0	0	\$0	2,212	821	\$270,046,908
Margate	0	0	\$0	56	20	\$2,695,446
Miramar	2,455	826	\$450,554,441	38,698	13,289	\$3,924,123,469
North Lauderdale	99	54	\$23,126,107	511	176	\$49,384,601
Oakland Park	3,719	1,252	\$283,831,547	37,782	13,164	\$2,474,434,020
Parkland	0	0	\$0	422	332	\$174,843,394
Pembroke Park	0	0	\$0	318	140	\$31,266,729
Pembroke Pines	1,797	670	\$127,936,540	16,978	4,931	\$1,231,619,120
Plantation	0	0	\$0	247	110	\$29,185,980
Pompano Beach	5,075	1,450	\$1,371,996,575	52,807	13,734	\$5,819,120,030
Sea Ranch Lakes	0	0	\$0	0	0	\$0
Southwest Ranches	0	0	\$0	0	0	\$0
Sunrise	0	0	\$0	0	0	\$0
Tamarac	710	290	\$121,555,644	2,102	731	\$307,341,280
Broward Municipal Services Districts	807	330	\$43,529,894	10,052	3,789	\$296,934,041
West Park	0	0	\$0	1,316	643	\$82,046,605
Weston	0	0	\$0	0	0	\$398,199
Wilton Manors	0	0	\$0	10,437	3,832	\$890,702,030
TOTAL	45,330	15,520	\$7,266,861,530	502,790	173,527	\$52,087,753,720

Source: Broward County Property Appraiser and Hazus-MH MR3

Table 4.37: Estimated Exposure of People and Buildings by Jurisdiction (Mobile Site TRI)

County	Immediate (Primary) Impact			Secondary Impact		
	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk	Number People at Risk	Number of Buildings at Risk	Value of Buildings at Risk
Coconut Creek	33,417	10,859	\$2,681,134,650	45,753	11,701	\$3,061,603,270
Cooper City	11,944	4,759	\$827,267,090	30,324	11,860	\$1,943,657,150
Coral Springs	53,193	18,016	\$4,829,695,700	118,703	31,655	\$8,134,798,700
Dania Beach	21,041	9,157	\$2,146,967,360	22,493	7,704	\$1,878,435,580
Davie	43,128	17,434	\$4,911,733,240	72,125	25,955	\$6,711,031,880
Deerfield Beach	65,918	21,755	\$5,746,695,970	71,708	18,500	\$5,161,599,440
Fort Lauderdale	145,839	52,081	\$24,307,175,720	174,407	46,963	\$22,130,694,710
Hallandale Beach	27,471	6,629	\$3,809,116,360	32,437	5,574	\$3,836,691,130
Hillsboro Beach	1,947	337	\$874,503,810	1,947	283	\$810,574,300
Hollywood	106,966	38,547	\$9,785,340,920	137,407	39,957	\$10,029,588,340
Lauderdale-By-The-Sea	6,427	2,192	\$2,102,941,510	6,427	1,575	\$1,739,928,950
Lauderdale Lakes	22,813	3,868	\$1,158,439,200	27,809	4,232	\$1,152,461,750
Lauderhill	49,604	10,116	\$2,197,719,300	66,051	11,554	\$2,492,601,430
Lazy Lake	102	47	\$4,145,050	118	38	\$4,107,550
Lighthouse Point	9,733	4,647	\$1,362,148,460	11,028	4,489	\$1,261,700,120
Margate	22,943	7,520	\$1,277,732,100	50,439	13,866	\$2,296,212,030
Miramar	47,227	17,475	\$5,235,872,030	76,220	26,478	\$7,475,638,380
North Lauderdale	8,644	2,797	\$403,375,520	36,656	9,432	\$1,260,435,790
Oakland Park	34,108	12,609	\$2,494,719,440	42,547	11,631	\$2,473,754,560
Parkland	6,961	3,167	\$1,695,072,100	13,254	5,261	\$2,682,321,260
Pembroke Park	2,055	566	\$118,884,600	6,527	2,906	\$404,154,300
Pembroke Pines	80,205	27,794	\$7,451,109,490	130,899	40,848	\$10,247,846,250
Plantation	43,468	15,451	\$4,271,908,620	83,575	26,821	\$6,803,128,100
Pompano Beach	86,547	26,114	\$9,808,804,590	96,834	22,747	\$8,981,181,420
Sea Ranch Lakes	805	360	\$142,788,670	805	258	\$110,763,020
Southwest Ranches	934	325	\$747,880,580	1,266	358	\$890,133,450
Sunrise	25,072	7,805	\$1,899,288,370	86,466	22,356	\$5,308,400,300
Tamarac	25,873	8,432	\$1,981,329,900	52,060	15,087	\$3,283,696,510
Broward Municipal Services Districts	35,913	14,135	\$759,483,820	57,590	20,754	\$1,106,396,610
West Park	11,074	3,992	\$351,459,380	14,328	4,196	\$331,537,990
Weston	15,794	6,191	\$3,059,188,670	39,508	14,589	\$6,490,572,820
Wilton Manors	11,370	4,410	\$1,017,041,510	12,617	3,475	\$941,493,080
TOTAL	1,058,644	359,603	\$109,460,963,730	1,620,434	463,119	\$131,437,140,170

Source: Broward County Property Appraiser and Hazus-MH MR3

Conclusions on Hazard Risk

The findings presented in this section were developed using best available data, and the methods applied have resulted in an *approximation* of hazard risk. These approximations should be used to understand relative hazard risk and the potential losses that may be incurred. However, uncertainties are inherent in risk assessment methodology, arising in part from incomplete scientific knowledge concerning specific hazards and their effects on the built environment and from assumptions or generalities that are necessary in order to provide a comprehensive analysis and overview of hazard risk for large planning areas.

The hazard identification and risk assessment completed for Broward County is principally a qualitative assessment as recommended by FEMA in its “How-to” guidance document entitled *Understanding Your Risks: Identifying Hazards and Estimating Losses* (FEMA Publication 386-2). It relies heavily on historical and anecdotal data, stakeholder input, and professional and experienced judgment regarding expected hazard impacts. It also carefully considers the findings in other relevant plans, studies, and technical reports.

However, when possible, conclusions on hazard risk for Broward County are also driven by quantitative loss estimation using best available data and technology, including the use of Hazus-MH and the statistical risk assessment methodology (further described in the “risk assessment methods” section of this chapter). These quantitative risk assessment approaches are useful for estimating the potential future impact of hazard occurrences in Broward County and each of its municipalities. The results of the quantitative assessment are made even more meaningful when combined with other qualitative information made available through the qualitative assessment, as has been done throughout this chapter and in Chapter 5.

To draw some meaningful planning conclusions on hazard risk for Broward County, the results of the combined risk assessment process were used to generate hazard profiles according to a “Priority Risk Index” (PRI). The purpose of the PRI, described further below, is to categorize and prioritize all potential hazards for Broward County as high, moderate, or low risk.

Priority Risk Index

The prioritization and categorization of identified hazards for Broward County is based principally on the Priority Risk Index (PRI), a tool used to measure the degree of risk for identified hazards in a particular planning area. The PRI is used to assist the Broward County Mitigation Task Force in gaining consensus on the determination of those hazards that pose the most significant threat to Broward County based on a variety of factors. The PRI is by no means scientific but is rather meant to be utilized as an objective planning tool for classifying and prioritizing hazard risks in Broward County based on standardized criteria. Combined with the inventory of local assets and critical facilities, the hazard profiles generated using the PRI allows for the prioritization of those high hazard risks for mitigation planning purposes, and more specifically, the identification of hazard mitigation opportunities for the Broward County Mitigation Task Force to consider as part of its proposed mitigation strategy.

The application of the PRI results in numerical values that allow identified hazards to be ranked against one another (the higher the PRI value, the greater the hazard risk). PRI values are obtained by assigning varying degrees of risk to 5 categories for each hazard (probability, impact, spatial extent, warning time, and duration). Each degree of risk has been assigned a value (1 to 4) and an agreed upon weighting factor, as summarized in **Table 4.40**. To calculate the PRI value for a given hazard, the assigned risk value for each category is multiplied by the weighting factor.

The sum of all 5 categories equals the final PRI value, as demonstrated in the example equation below:

$$\text{PRI VALUE} = [(\text{PROBABILITY} \times .30) + (\text{IMPACT} \times .30) + (\text{SPATIAL EXTENT} \times .20) + (\text{WARNING TIME} \times .10) + (\text{DURATION} \times .10)]$$

Table 4.38: PRI Category

	Degree of Risk			Assigned Weighting Factor
	Level	Criteria	Index Value	
Probability	Unlikely	Less than 1% annual probability	1	30%
	Possible	Between 1 and 10% annual probability	2	
	Likely	Between 10 and 100% annual probability	3	
	Highly Likely	100% annual probability	4	
Impact	Minor	Very few injuries, if any. Only minor property damage and minimal disruption on quality of life. Temporary shutdown of critical facilities.	1	30%
	Limited	Minor injuries only. More than 10% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for more than one day.	2	
	Critical	Multiple deaths/injuries possible. More than 25% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for more than 1 week.	3	
	Catastrophic	High number of deaths/injuries possible. More than 50% of property in affected area damaged or destroyed. Complete shutdown of critical facilities for 30 days or more.	4	
Spatial Extent	Negligible	Less than 1% of area affected	1	20%
	Small	Between 1 and 10% of area affected	2	
	Moderate	Between 10 and 50% of area affected	3	
	Large	Between 50 and 100% of area affected	4	
Warning Time	More than 24 hours	Self explanatory	1	10%
	12 to 24 hours	Self explanatory	2	
	6 to 12 hours	Self explanatory	3	
	Less than 6 hours	Self explanatory	4	
Duration	Less than 6 hours	Self explanatory	1	10%
	Less than 24 hours	Self explanatory	2	
	Less than 1 week	Self explanatory	3	
	More than 1 week	Self explanatory	4	

According to the weighting scheme applied for Broward County, the highest possible PRI value is 4.0. Prior to being finalized, PRI values for each identified hazard were reviewed and accepted by the Broward County LMS Working Group.

PRI Results

Table 4.41 summarizes the degree of risk assigned to each category for all initially identified hazards based on the application of the PRI. Assigned risk levels were based on the detailed

hazard profiles developed for this section. The results were then used in calculating PRI values and making final determinations for the risk assessment.

Table 4.39: Hazards

	Category/Degree of Risk					
	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Atmospheric Hazards						
Extreme Heat	Likely	Critical	Large	More than 24 hours	Less than 1 week	2.3
Severe Storm	Highly Likely	Critical	Moderate	Less than 6 hours	Less than 6 hours	2.8
Tornado	Highly Likely	Critical	Moderate	Less than 6 hours	Less than 6 hours	2.3
Tropical Cyclone	Likely	Catastrophic	Large	More than 24 hours	Less than 1 week	3.2
Hydrologic Hazards						
Coastal Erosion	Likely	Minor	Small	More than 24 hours	More than 1 week	1.9
Drought	Possible	Minor	Large	More than 24 hours	More than 1 week	2.1
Flood	Highly Likely	Critical	Moderate	More than 24 hours	Less than 1 week	2.7
Sea Level Rise/Climate Change	Likely	Critical	Large	More than 24 hours	More than 1 week	2.2
Other Natural Hazards						
Wildfire	Likely	Limited	Moderate	6 to 12 hours	Less than 1 week	1.9
Biological Hazards						
Pandemic/Infectious Disease	Possible	Critical	Moderate	More than 24 hours	More than 1 week	2.7
Societal Hazards						
Mass Migration	Possible	Minor	Small	More than 24 hours	More than 1 week	2.0
Terrorism	Possible	Critical	Moderate	6-12 hours	Less than 24 hours	2.3
Active Shooter	Possible	Critical	Small	Less than 6 hours	Less than 24 hours	2.4
Technological Hazards						
Hazardous Material Incident	Highly Likely	Limited	Small	6-12 hours	Less than 24 hours	2.4
Cyber	Possible	Critical	Large	More than 24 hours	Less than 1 week	2.5

Final Determinations

The conclusions drawn from the risk assessment process for Broward County, including the PRI results and input from the Broward County Local Mitigation Strategy Working Group, the municipalities, and the public, resulted in the classification of risk for each identified hazard according to three categories: *High Risk*, *Moderate Risk*, and *Low Risk* (**Table 4.42**). It should be noted that although some hazards are classified as posing low risk, their occurrence of varying or unprecedented magnitudes is still possible in some cases and will continue to be reevaluated

during future updates. This table was reviewed during this 2022 ELMS revision and the results were confirmed.

Table 4.40: Conclusions on Hazard Risk for Broward County

HIGH RISK	Tropical Cyclone Flood Severe Storm Tornado Hazardous Material Incident Sea Level Rise / Climate Change Extreme Heat
MODERATE RISK	Wildfire Pandemic/Infectious Disease Terrorism Cyber Drought Coastal Erosion
LOW RISK	Mass Migration

Chapter 5 – Mitigation Initiatives

As an initial step in the development of the ELMS, it is necessary to determine what hazard mitigation initiatives are currently underway in the County or planned for the immediate future to establish a baseline of known governmental activities to improve the county's resistance to the impact of disasters. This activity assists the Working Group in establishing its goals and objectives.

Existing Mitigation Initiatives

To complete an inventory of existing and planned initiatives, Broward County's LMS Planning Subcommittee met and worked with stakeholders to gather information regarding initiatives being implemented or planned by local governments in the county. The Planning Subcommittee through a Survey Monkey soliciting information as well as communications internally within the municipalities yielded the information needed to determine existing and future initiatives. A LMS survey form was given to each municipal LMS Working Group member as well as being disseminated to the public for each municipality. Now being more familiar with the definition of mitigation and having ownership in the survey instrument, all the municipalities answered in more detail about mitigation practices. Review of mitigation initiatives throughout Broward County is an ongoing effort.

Broward County and its current 31 municipalities and the Seminole Tribe of Florida participate in a full range of federal, state, and local mitigation programs and initiatives. These programs and initiatives include the LMS, the Community Rating System (CRS), the National Flood Insurance Program (NFIP), Flood Mitigation Assistance Program (FMA), Pre-Disaster Mitigation Program (PDM), Hazard Mitigation Grant Program (HMGP), Emergency Management & Assistance Program (EMPA), Citizen Corp, Continuity of Operations Plan (COOP), Continuity of Government (COG) Plan, ESF#18 – Business and Industry, Broward Recovery Plan and the Broward Comprehensive Emergency Management Plan. The overarching purpose of these activities is the elimination or reduction of hazards presenting significant risk to the county and its residents. Pre-disaster activities will be coordinated through the LMS Working Group (LMSWG). The LMS Coordinator will be the Liaison between the Working Group and the State. For post-disaster activities, the Recovery Manager will liaise with the State mitigation staff and if applicable, the Joint Field Office (JFO), formerly called the Disaster Field Office (DFO).

Some municipalities have proposed no or reduced building permit fees for shuttering of residential structures and related upgrades that are considered mitigation actions, provided that the action meets the South Florida Building Code. All building activity in Broward County (both new construction and renovations) must meet the South Florida building code, which is more stringent than the building code in the rest of the state.

A major mitigation priority of the LMS is the tracking and reduction of repetitive flood loss properties. The county and its CRS participating municipalities track repetitive loss properties county-wide on an ongoing basis using data gathered annually from FEMA and the State (See Chapter 4, "Flood" subsection). For mitigation planning and strategy development purposes, the LMS maintains updated GIS maps and informational databases of repetitive loss property locations relative to historical flood areas and designated Special Flood Hazard Areas (SFHA). Repetitive loss properties are an ongoing discussion and planning priority for the LMS. In the future, a Flood/CRS technical subcommittee will be established to address these issues. The

subcommittee is envisioned to be comprised of public and private sector representatives and will be encouraged to develop and promote mitigation project ideas and strategies.

Building Permitting Activities

The Planning Committee of the LMS Working Group was given the task of determining where mitigation measures are being applied to residential and commercial properties to serve as a benchmark for the LMS. It was determined to be too time consuming for each community to gather information and write a report on behalf of the Working Group. A survey instrument was developed to be filled out by each individual applicant as they apply for a permit in each municipality as part of the permitting process. The completed permit survey forms are gathered by each municipality and submitted to Broward County Emergency Management on a semi-annual basis. An annual report of all mitigation activity will then be compiled.

Capability Assessment

The mitigation strategy serves as a vital link between the risk described in the Risk and Vulnerability Assessment and the ultimate action outcomes of the plan and planning process. A necessary intermediary step is a understanding of the presence of the resources, laws, and programs that help implement mitigation actions. This step is known as the capability assessment and it's basis in the current regulations is 44 CFR 201.6(c)(3):

3) *A mitigation strategy* that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

"Future Mitigation Initiatives", found later in Chapter 6, outlines actions to expand on and improve existing tools. Some of the information below is detailed in other parts of the plan. It is summarized (and referenced) below to provide an overview of the authorities, policies, programs and resources (which includes committees, tools, laws and funding sources) that make mitigation possible on an on-going, not just post-disaster, basis in Broward County:

Funding programs

See "Funding Sources" found later in this Chapter.

County programs

- Broward County Risk Management Division – This division for the Broward County Board of County Commissioners is responsible for administering the County's self-insurance program for workers' compensation, general liability, automobile liability, and property damage claims. Broward County's purchased insurance program includes the procurement of property insurance which in 2011-2012 was Factory Mutual (FM) Global. The Division's mission is to continuously develop, manage, and improve insurance and safety/occupational health services in order to provide quality, cost-effective support to its customers and to protect the County's financial well-being.
 - The County has a deductible of \$100,000,000 for its property and FM Global generally requires protection up to a Category 3 windstorm for properties it insures.

Planning policies and Laws

- Land Use Plan - The Broward County Planning Council is charged with the responsibility of preparing a county-wide land use plan under the Charter of Broward County, Florida. The Charter requires all local land use plans within the County to conform to the Broward County Land Use Plan. The Land Use Plan establishes the framework for the future development and redevelopment of Broward County and for the provision of facilities and services within the County. All development must be consistent with the uses, the densities and the intensities of this policy plan.
 - Objective 1.05.00 – Coastal Densities and Hurricane Evacuation: Consider appropriate densities in coastal areas with regards to Broward County hurricane evacuation clearance standards
 - Objective 8.03.10 – Encourages municipalities to prepare flexible land development codes and regulations that address negative drainage pattern impacts caused by impervious surface area of redevelopment/infill activities.
 - Objective 8.08.00 – Post-Disaster Redevelopment and Hazard Mitigation: 1) Inventory hazard-prone properties and encourage building codes and development regulations that reduce future property damages and losses [see *Chapter 7 for suggestions for future changes*]. 3) Encourage acquisition or redevelopment of hazard prone property to avoid future damages.
 - Objective 9.07.00 – Protect Areas Subject to Seasonal or Periodic Flooding (identified floodplains): Includes requirements that redevelopment address existing flood problems.
- See “Plan Integration Efforts” in Appendix H for more information about how mitigation is integrated into other community plans including the County’s Comprehensive Plan (which is only pertinent to the Broward Municipal Services District unincorporated parts of the County).

Building codes

- State of Florida Building Code - Broward County and South Florida have probably the most restrictive wind protection building code standards in the nation. Broward County must comply with the State of Florida Building Code, revised in 2010, which has the following wind protection requirements (effective March 12, 2012):
 - Ultimate Design Wind Speed is 170 miles per hour but for residential structures, the design pressures that the wind protection products are required to meet virtually stays the same as the 2007 code which for Broward was 140 miles per hour for the 3-second gust. All of Broward County is in the Wind-Borne Debris Region of the state.
 - Exposure Category (used to describe area around building): C. This category is the most second stringent standard in Florida. Areas affected by wind over open water that extends 5000 feet or 20 times the height of the building in the upwind direction are in Exposure Category D, the most stringent standard.
 - Building Risk Categories requirements for Broward (Ultimate Design Wind Speed):
 - Risk Category I Buildings and Structures: 156 mph
 - Risk Category II Buildings and Structures: 170 mph
 - Risk Category III and IV Buildings & Structures: 180 mph
 - Building Risk Categories are the following:

- **I** - Buildings and other structures that represent a low hazard to human life in the event of failure, including but not limited to agricultural, minor storage and certain types of temporary facilities.
- **II** – Buildings/structures not listed in I, III and IV which is most residential and commercial buildings.
- **III** - Buildings and other structures that represent a substantial hazard to human life in the event of failure. A few examples include:
 - Buildings and other structures whose primary occupancy is public assembly with an occupant load greater than 300.
 - Buildings and other structures containing elementary school, secondary school or day care facilities with an occupant load greater than 250.
 - Power-generating stations, water treatment facilities for potable water, wastewater treatment facilities and other public utility facilities not included in Occupancy Category IV
- **IV** - Buildings and other structures designated as essential facilities. A few examples include:
 - Fire, rescue, ambulance and police stations and emergency vehicle garages.
 - Designated earthquake, hurricane or other emergency shelters.
 - Designated emergency preparedness, communications and operations centers and other facilities required for emergency response.
 - Aviation control towers, air traffic control centers and emergency aircraft hangars.
 - Water storage facilities and pump structures required to maintain water pressure for fire suppression.
- The Building Code Effectiveness Grading Schedule (BCEGS®) - Assesses the building codes in effect in a particular community and how the community enforces its building codes, with special emphasis on mitigation of losses from natural hazards. The concept is simple: municipalities with well-enforced, up-to-date codes should demonstrate better loss experience, and insurance rates can reflect that. The prospect of lessening catastrophe-related damage and ultimately lowering insurance costs provides an incentive for communities to enforce their building codes rigorously — especially as they relate to windstorm and earthquake damage. Several Broward municipalities participate in the BCEGS rating system. In 2011, Broward Municipal Services District unincorporated Broward County, Lazy Lake, Hillsboro Beach and Lauderdale-By-The-Sea retained a 10% insurance discount because the Broward County Permitting Section of the Permitting, Licensing and Consumer Protection Division maintained its BCEGS rating.

Floodplain management/Flood insurance/Drainage

NFIP participation – As of April 2020, 31 out of 31 of Broward County’s municipalities participate in the NFIP as well as the County itself and the Seminole Tribe which is partially located in Broward County. <https://www.fema.gov/cis/FL.pdf>

CRS participation – As of October 1, 2022, 24 of 31 Broward County’s municipalities participate in the CRS program. The Broward’s Municipal Services District (BMSD) also participates.

Drainage responsibilities - Responsibility for canal and lake maintenance (storm water management systems) in most developments is that of the homeowners association. There are 24 independent and dependent districts that have jurisdiction over water related issues and several cities actively manage surface waters in their jurisdictions (e.g., South Broward Drainage District, Central Broward Water Control District). The Broward County Water Management Division has responsibility for seven dependent drainage districts and the Broward Municipal Services District unincorporated neighborhoods not within an independent drainage district. Permitting is done by the independent drainage districts in their districts and by Broward County Department of Planning and Environmental Protection (DPEP) for areas outside of the independent districts. SFWMD permits the larger developments throughout the County. (<http://gis.broward.org/maps/webPDFs/EnvironmentalMaps/draindistrict.pdf>)

Overarching and Collaborative partnerships

- Climate Change Task Force – On June 24, 2008, the Broward County Board of County Commissioners approved Resolution 2008-442, creating a Climate Change Task Force to develop recommendations for a coordinated county-wide strategy in mitigating the causes, and addressing the local implications, of global climate change. Members of the Task Force are appointed by the Board and other appointing authorities and are supported by County staff. The Task Force meets quarterly, receives reports and presentations on climate issues, and makes recommendations to the Board of County Commissioners.
 - Key responsibility related to hazard mitigation include “the development and implementation of adaptation strategies to alleviate the likely adverse consequences of climate change including rising sea levels, hurricanes and other violent weather events.”
 - The Climate Change Task Force oversees the development and update of the County-wide Climate Change Action Plan (2010, 2015, and 2020).
- Climate Change Government Operations Work Group - The Broward County Climate Change Work Group, which includes representatives from many county agencies, works to identify potential emission reduction strategies and propose implementation of selected actions.
- Southeast Florida Regional Climate Change Compact - Represents a joint commitment of Broward, Miami-Dade, Palm Beach and Monroe Counties to partner in cutting greenhouse gas emissions and adapting to climate impacts. The Compact was formalized following the 2009 Southeast Florida Climate Leadership Summit, when elected officials came together to discuss challenges and strategies for responding to the impacts of climate change. The Compact outlines a collaborative effort to participate in a Regional Climate Team toward the development of a Southeast Florida Regional Climate Change Action Plan. Among the actions the Compact takes related to hazard mitigation are:

- Three iterations (2012, 2015, and 2020) of a Regional Unified Sea Level Rise Projection – partnered with many agencies and experts, including SFWMD.
 - Completion of a regional vulnerability assessment.
 - Three iterations (2012, 2017, and 2022) of a Regional Climate Action Plan, which includes a chapter on Risk Reduction and Emergency Management.
 - Policy positions in the Compact's annual State and Federal Legislative Policies and Priorities documents pertaining to hazard mitigation.
 - Successful advocacy that led the Florida Legislature to create Adaptation Action Areas, a planning designation that allows local governments to focus adaptation improvements in areas of increased risk of inundation due to sea level rise.
- Broward Surface Water Coordinating Council – This group is primarily composed of the SFWMD and local drainage districts. Broward County EMD officials have started attending these meetings to participate in discussions about drainage and public works needs.
 - Enhanced Local Mitigation Strategy – Broward County has a currently approved ELMS and its efforts to enhance it were completed by September 2017. This effort for the 5-year required update is expected to be completed, approved and adopted by March 2018.
 - South Florida Regional Planning Council – Oversees larger issues affecting the four counties in the South Florida area (Monroe, Miami-Dade, and Broward). As of May 2012, the SFRPC is investigating the possibility of conducting a regional economic analysis using modeling software from Regional Economics Modeling, Inc. Also acquires and maintains important economic and demographic data. The Council regularly reviews local government comprehensive plans and plan amendments for consistency with the Strategic Regional Policy Plan (SRPP). Local governments amend their plans regularly to adjust to changing conditions. Plan and plan amendments are reviewed to determine compatibility with the SRPP and for extra-jurisdictional impacts.
 - LEED for Cities and Communities Rating System – In February 2014, Broward County became the first county government in the United States to achieve a Certified 4-STAR (Sustainability Tools for Assessing and Rating Communities) Community Rating. STAR certification provided a clear, data-driven approach to assessing our County's sustainability efforts. In 2018, all STAR Communities projects were fully integrated into the U.S. Green Building Council's LEED for Cities and Communities program. In early 2022, the County joined the first Florida cohort of the LEED for Cities Local Government Leadership Program and committed to recertifying under the new program criteria. The County will be featured in an upcoming issue of USGBC+ Magazine that highlights Florida communities participating in the Leadership Program. The assessment is projected to be a year-long effort, involving input from dozens of County staff, city liaisons and community partners, led by Broward County's Natural Resources Division and Resilience Unit. Broward County sees the LEED for Cities and Communities program as an opportunity to continue with our long-running commitment to national certification programs that hold our sustainability programs accountable. It also an opportunity for conversation and collaboration among our County agencies and departments that goes beyond data collection requests for greenhouse gas inventories.

Post-disaster initiatives for mitigation

- See Broward County Recovery Plan

Federal standards

Department of Homeland Security (DHS) core capabilities - One of the goals of the National Preparedness System (NPS), based on Presidential Policy Directive (PPD) – 8, is the “the unrelenting pursuit of risk informed decisions and actions that increase resiliency”. One central focus of the ELMS is to update and advance an understanding of risk in Broward County to natural and manmade hazards (updating of Chapter 4 including new subsection of Climate Change/Sea Level Rise and addition of Chapter 5). A follow-up to this effort is to review existing mitigation actions and develop new ones based on this better understanding of risk. The following are a listing of DHS core capabilities relevant to hazard mitigation and how the ELMS meets these capabilities:

- Threats and Hazard Identification – “Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.”
 - ELMS meets this capability by providing detailed analysis of how different natural and manmade hazards and threat may affect the County and determine potential magnitudes as well as frequencies (likelihood of future recurrence). This analysis in Chapters 4 and 5 is the basis for the rest of the plan.
- Risk and Disaster Resilience Assessment – “Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity’s risk and increase their resilience.”
 - ELMS meets this capability by involving a wide representation of the community in LMS meetings and presenting them the findings of the risk and vulnerability assessment. In at least 3 meetings during the ELMS development in 2011-2012, the findings of the Economic Vulnerability and update Risk Assessment (e.g., sea level rise subsection) have been presented to the LMS. The LMS has increased its overall membership including the private sector. Under the Recovery Framework development, leadership on the Technical Assistance Committees has emerged from multiple sources (e.g., County/municipal government, private sector).
- Community Resilience – “Lead the integrated effort to recognize, understand, communicate, plan, and address risks so that the community can develop a set of actions to accomplish Mitigation and improve resilience.”
 - See response to “Risk and Disaster Resilience Assessment”. The ELMS is available for review on the Broward County ftp site.
- Long-term Vulnerability Reduction – “Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused incidents by lessening the likelihood, severity, and duration of the adverse consequences related to these incidents.”
 - ELMS meets this through the development of the MAT Tool process which sets up a system for reviewing county investments for mitigation opportunities. In addition, several projects on the current LMS list are for protecting key facilities and

resources. The LMS is in partnership with the Climate Change Government Operations Group which is developing comprehensive planning principles to steer future infrastructure and development away from areas at highest risk from the impacts of climate change and hurricanes. A future step in this process will be to analyze the potential impacts of technological and human-caused impacts on lifelines and taking action. See Appendix O for more information.

- DHS Threat and Hazard Identification and Risk Assessment (THIRA) guide – It provides a comprehensive approach for identifying and assessing risks and associated impacts. It expands on existing local, tribal, territorial, and state Hazard Identification and Risk Assessments (HIRAs) and other risk methodologies by broadening the factors considered in the process, incorporating the whole community throughout the entire process, and by accounting for important community-specific factors.
 - Step 1: Assess various threats and hazards facing a community of any size – Chapter 4 provides a comprehensive review of hazards and threats in Broward County
 - Step 2: Vulnerability of the community to these hazards in context with time, season, location, and community factors – Chapter 4 provides historical information indicating where and when these hazards have occurred. It also provides future likelihood and some maps of where the future project losses may occur. Chapter 5 looks specifically at how the major hazards may threaten key commercial core areas and key infrastructure in those area very specifically with maps and loss projections.
 - Step 3: Consequences of the threat and hazards impacting the community – In Chapter 5, under “Summary of Potential Impacts and Potential Areas for Redevelopment” and “Major Government Facilities/Infrastructure Analysis”, consequences of some of the hazards impacting the community are described.
 - Step 4: Through the lens of DHS core capabilities, establish capability targets: This step is primarily geared toward preparedness but in this subsection, it is listed how the ELMS meets the four core capabilities related to hazard mitigation.
 - Step 5: Using the results of the THIRA process, set an informed foundation for mitigation planning activities – Chapter 6 lists County Initiatives, Appendix C lists LMS projects, and Chapter 7 provides how mitigation is incorporated into county planning processes which demonstrate how the County responds through actions and initiatives to the risk outlined in Chapters 4 and 5.

Future Mitigation Initiatives

During 2011-2012, the following additional components were included in the ELMS:

- Inclusion of climate change and sea level rise impacts including proposed changes from the Climate Change Government Operations Group (e.g., the Priority Planning areas as part of the Adaptation Action Areas revision to the Comprehensive Plan)
- More robust private sector involvement including ways to help businesses mitigate and recover quicker from hazard events.
- Coordination with the Recovery efforts including all documents in the Broward County Recovery Framework (formerly County-wide Recovery Process or CRP)
- Use of cost-effectiveness screening tools like the Loss Estimation Tool (LET), which was developed during the ELMS process (Appendix L)

- Integration with community planning and capital improvement funding processes
- Development of a secure website for applicants to submit LMS projects. It will include access to the Loss Estimation Tool and will allow for an automated process of prioritizing the projects based on the criteria in the current prioritization matrix (Appendix A).
- Development of public website to contain guidance materials for the community on mitigation projects for their homes.
- Suggested change to Broward County Land Use Plan.
- HSEEP-compliant workshop on April 12, 2012, to discuss how ELMS meets DHS core capabilities related to hazard mitigation.

During the 2017 Risk and Vulnerability Analysis Workshop the following current or planned Mitigation Capital Improvement Projects were identified:

Table 5.1: Mitigation Capital Improvement Projects

Jurisdiction	Project Description
Broward County	• Traffic Engineering Division has a mast arm conversion program underway to change concrete signals to a mast arms system. Approximately 10 signals per year being completed and they are two-thirds transitioned at this point. Also upgraded traffic sign post program with sturdier square posts.
BCAD – Aviation	• Construction Management Division – Testing Uplift System • Planned Emergency Operations Center – Improved Physical Location
Town of Davie	• Davie is hiring a consultant and getting a Storm Water Master plan completed so that they can further understand their risk and invest dollars in the most effective place for mitigation. • New Field Operations Center Construction • Employee Cybersecurity Training
City of Deerfield Beach	• Storm Water Management Master Plan • Facility (Structural) renovations and rebuild
City of Fort Lauderdale	• The City of Fort Lauderdale has been leveeing residential areas to deal with flooding. City recognizes it needs to improve storm water handling. They have imposed a fee on the Greater Ft. Lauderdale Convention & Visitors Bureau (CVB) and will be imposing it on all residents as well to help pay for this.
City of Hallandale Beach	• Hallandale Beach is nearing the end of a loss mitigation plan that they instituted with the help of FEMA money. HSGP funding providing a Storm Water Pump System with injection wells. • Replacement Lift Station with improved generator built to account for sea-level rise.
City of Margate Engineering	• DEES (Engineering) – Flood Plan Managers, Planning Development Review • PW – Storm water maintenance and improvements • IT – Cybersecurity Threats
City of Margate Fire Department	• Acquisition of Drones for aerial surveillance
City of North Lauderdale	• Repaving and creating greener area • Programming more CIP funding for updated servers for computers and back-up systems. • Making sure pumping stations are up to date, used and tested.

Oakland Park	• New EOC with state-of-the-art technology for improved communications. • Drainage improvement program that was initiated in 1998 and is ongoing. • New pump station. • Upgrade of traffic signage (heavier gauge, sturdier)
City of Parkland	• Road Stabilization
City of Pembroke Pines	• Storm Water Improvements – Utility Infrastructure Hardening
City of Tamarac	• Undergone drainage improvements, specifically tree planting and repaving. • Pumps in business district – westside of flood plain • Government Cyber-security investment • Upgrades to canal system

Appendix C contains the latest update of Broward County's LMS Mitigation Project List. The list of projects is ever changing as projects completed through self-funding or with grant assistance are dropped and new proposed and planned projects are added. Jurisdictions and other potential project sponsors, particularly those not having projects on the current list, are encouraged to submit projects. The expectation is that all eligible applicants are represented on this list with projects that address identified local hazards, vulnerabilities, and mitigation strategies.

The status for each project is included.

Goals and Objectives and Strategies

The Executive Committee has been given the task of formulating the goals and objectives for the LMS. Mitigation goals and objectives must be consistent with the goals and objectives of the county and the individual municipalities' master plans, their codes and ordinances, as well as other endeavors that reflect the aspirations for the welfare, safety and quality of life of their citizens. The 2016-2017 update also included additional new goals and objectives and the identification of proposed strategies that would serve as guidance in achieving goals and objectives. The strategies, goals and objectives were reviewed again in 2016-2017. Most of the existing goals were affirmed and a few revisions/additions were made to the objectives.

The following are the goals and objectives of the ELMS:

Mission Statement

The mission of the Broward County Local Mitigation Strategy Working Group (LMS) is to promote a comprehensive mitigation program to strengthen Broward County and its communities and to minimize the impact of natural, technological, and societal hazards. This can be achieved by increasing public awareness, documenting the resources for risk reduction, and identifying activities that will guide the county towards building a safer community.

I. Proposed Strategies:

- A. Encourage requiring damaged housing structures in the City (municipality) and the Broward Municipal Services District (BMSD) to be restored using hazard mitigation measures to reduce hazard vulnerability.
 - 1. There is a building official's roundtable that meets monthly, and Committee Members will engage and participate if allowable to ensure consistent communication and information.
- B. Establish a Disaster Resistant Economic Action for Mitigation (DREAM) Team in the municipalities to assist businesses that will need to mitigate future disasters and increase the likelihood of their continuity. This will become an initiative for the Private Sector Subcommittee.
- C. Incorporate disaster mitigation and resiliency type projects identified and funded in the Enhanced Local Mitigation Strategy (ELMS) into the municipalities Capital Improvement Plans (CIPs).

Goal #1 – Protect human health, safety, and welfare.**Objectives**

- 1.1 Limit long-term public investment in areas identified as subject to repetitive damage from disasters.
- 1.2 Ensure the protection of critical facilities such as prohibitions on constructing critical facilities in high-hazard areas (which includes 100-year and 500-year floodplains prohibited by FEMA in 44 CFR Part 9 if federal funds are involved).
- 1.3 Reduce or eliminate development in hazard prone areas such as floodplains (e.g., short term focus on 100-year floodplain and long-term 500-year floodplain).
- 1.4 Implement additional development restrictions in high-hazard areas especially as related to post-disaster redevelopment.
- 1.5 Consider the use of land acquisition programs for properties subject to development that are in high-hazard areas.
- 1.6 Coordinate with SFWMD to discuss what measures need to be taken to prepare and retrofit water control structures for sea level rise to maintain salinity barrier and offer flood protection.

Goal #2 – To increase business, residential, and community awareness and implementation of hazard mitigation.**Objectives**

- 2.1 Identify segments of the community most at risk and develop strategies that will ensure effective dissemination of mitigation information.

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- 2.2 Implement a strategy to educate interest in obtaining disaster mitigation and preparedness training.
 - 2.3 Develop a single clearinghouse to disseminate accurate and consistent information relating to disaster mitigation.
 - 2.4 Maintain a profile of available funding sources for mitigation projects and make it available through the Broward County website.
 - 2.5 Create and maintain a listing of successfully mitigated projects to showcase best practices county-wide.
 - 2.6 Actively support the Private Sector Committee and help businesses identify mitigation opportunities for self-funding; particularly in areas identified as vulnerable in the 'hot spots' of Chapter 5.
 - 2.7 Create and maintain a list of highly successful sea level rise adaptation projects to showcase best practices utilized in the South Florida region.
 - 2.8 Hotels, especially those high-rises in coastal mandatory evacuation zones should consider mitigation measures that allow guests and staff to shelter-in-place to protect guests, protect property, and reduce the pressure on shelters.
 - 2.9 With results from Housing Vulnerability Chapter of ELMS (soon to be added), work with municipalities to identify mitigation measures and state/federal funding available to residents in areas of highest vulnerability.

Goal #3 – To ensure adequate training opportunities to support hazard mitigation and enhance outreach efforts that educate the public on existing identified hazards as well as new and emerging threats and hazards.

Objectives

- 3.1 Develop ongoing education and exercise curricula for public and private officials in the areas of hazard mitigation and emergency management.
- 3.2 Support local training opportunities in hazard mitigation construction techniques for building officials, engineers, and other public officials.
- 3.3 Support existing hazard mitigation training efforts.
- 3.4 Maintain a profile of existing available resources for mitigation training projects.
- 3.5 Partner with businesses to offer hazard mitigation classes for residents, especially at hardware and home improvement stores (see also Miami-Dade's "*Mitigation for Misers*").

Goal #4 – To facilitate preventive measures to mitigate hazards.*Objectives*

- 4.1 Encourage local municipalities and eligible nonprofit entities to review site and building plans for hazard mitigation issues and to include storm hardening in the building plans, including retrofit and renovation, of all municipal structures. Link hazard mitigation considerations to each municipality's capital improvement funding process.
- 4.2 Encourage retrofitting of existing residential and business structures using disaster mitigation construction techniques.
- 4.3 Encourage the development of hazard mitigation related building codes and inspection procedures.
- 4.4 Encourage local governments to implement prioritized hazard mitigation projects.
- 4.5 Maintain a profile of existing available funding sources for structural mitigation projects and make it available through the Broward County website, press releases (as applicable), and any Broward County newsletters available to the general public.
- 4.6 Encourage County and municipal agencies to identify mitigation needs for key facilities identified for post-disaster use in COOP plans and research ways and means to mitigate vulnerabilities.

Goal #5 – To facilitate planning initiatives that ensure effective hazard mitigation programs and policies.

- 5.1 In the Adaptation Action Areas, all regulatory agencies should discourage expenditures of public funds for infrastructure improvements that attract new residential development. [see Appendix H and Chapter 7, "County Comprehensive Plan" under "Plan Integration Efforts for more information on Adaptation Action Areas"]
- 5.2 Develop strategies to reduce risk to healthcare patients and special needs medical populations within vulnerable areas, including land development code revisions to discourage the construction of new year-round residential facilities for treatment of special needs medical populations in Adaptation Action Areas.
- 5.4 Encourage all municipalities to develop and maintain an all-hazard Comprehensive Emergency Management Plan (CEMP) that is consistent with other county plans and procedures.
- 5.5 In areas identified by the vulnerability analysis as being a threat due to the presence of hazardous materials, local governments should encourage compatible land uses, and improve public safety.

Goal #6 – Develop and enhance regional mitigation efforts.*Objectives*

- 6.1 Coordinate with other government agencies to develop regional mitigation efforts to include a variety of hazard related events and potential future sea level rise threats.
- 6.2 Work with SFWMD to upgrade and/or retrofit water control structures for flooding and changing sea level rise conditions.
- 6.3 County should continue to work in collaboration with municipalities, adjacent counties and continue to focus on efforts to mitigate against sea level rise, especially in the face of a probable decrease in funding from state and federal government.

Goal #7 – Promote mitigation partnerships and innovative methods of financing mitigation.*Objectives*

- 7.1 Develop effective partnerships with public and private sector organizations and significant agencies and businesses for future hazard mitigation efforts.
- 7.2 Identify Alternative Financing for mitigation measures for locally funded actions beyond code, beyond county insurer requirements.
- 7.3 Evaluate use of Global Match credit to be tracked for potential use with HMGP projects.
- 7.4 Utilize County personnel (EMD, OIAPS/Grants Management) to assist municipalities on obtaining grants or other funding for infrastructure repair/improvement projects especially those that improve drainage in areas historically prone to flooding or Repetitive Loss (RL) or Severe Repetitive Loss (SRL) properties.

Goal #8 – Lower flood insurance premiums through Community Rating System (CRS) Activities.*Objectives*

- 8.1 Encourage 100% municipal participation in the CRS.
- 8.2 Because the LMS Working Group recognizes that flood insurance premiums will continue to rise, pursue actions whenever possible which will result in CRS credit for the county and all municipalities within it.

Goal #9 – Encourage resilient infrastructure county-wide.*Objectives*

- 9.1 Utilize the LMS Project List to prioritize projects that encourage sustainable, resilient infrastructure and include as part of annual project list update process with revision of

language on screening forms.

- 9.2 Utilize the LMS to promote the incorporation of green infrastructure where, and when possible, mitigate existing critical facilities and promote activities that address climate change concerns.
- 9.3 Prioritize incorporation of natural solutions to hazard mitigation and climate adaptation efforts to address and enhance the recovery of coral reefs. Promote coral restoration-related projects, including coral propagation and deployment capacity, in efforts to restore and enhance the integrity of natural infrastructure.

Prioritization of Mitigation Projects

A mechanism for determining and prioritizing mitigation projects for Broward County was sought out as part of the early Local Mitigation Strategy. A consultant drafted the first version of prioritization procedures, but as the LMS Working Group evolved, members began the process and realized a more simplified version would be necessary for implementation. In 2015 as part of the EMAP self-assessment phase and in 2016-2017 as part of the ELMS process and with oversight by the Executive Committee the Matrix was slightly revised to include language changes that incorporated compliance with emergency management standards. The latest Project Prioritization Matrix version can be found in Appendix A and the revised Proposed Mitigation Project Form in Appendix B.

It is the responsibility of each jurisdiction/agency to identify mitigation projects. As projects are identified, the jurisdiction/agency should screen the project using the Loss Estimation Tool and must complete a submission form for the project to be considered (see Appendix B). This tool incorporates FEMA mitigation grant cost-effectiveness principles in a user-friendly format and is an excellent way to screen projects on their likelihood to be cost-effective. Once completed, the project proposal form is then submitted to the LMS Coordinator, who in turn presents them to the Executive Committee to be scored and ranked. In the future, a formal review schedule will be developed. See Appendix L for Loss Estimation Tool information.

A current listing of active projects can be found in Appendix C and will be reviewed by the Executive Committee on an annual basis, or as deemed necessary, to validate its ranking and applicability. In addition to these projects, which should undergo a resubmittal using the revised Appendix A and B forms, the ELMS process created additional overarching mitigation actions that are listed in “Future Mitigation Initiatives” and “County Initiatives” in this chapter. As part of the annual updates, all entities who have submitted projects are required to indicate if a project has remained viable. If not, that project will be removed from the active list and coded “Inactive”. Completed projects will also remain on the list to show progress in implementing the mitigation plan.

Presently, the top 10 priority projects are listed, along with scoring numbers. Soon, it is a priority for the LMS Working Group to completely review and update all projects to reflect current costs and applicant priorities.

In the event of a Presidentially Declared Disaster, Broward County Emergency Management Division will work with federal, state, and local officials to coordinate and manage FEMA Disaster Assistance funding programs. When the State opens the application period for HMGP and/or

PDM funds, the most current prioritized projects, which meet the HMGP and/or PDM requirements, will be gathered and reviewed by the Executive Committee. Consideration for projects for other FEMA funding sources, e.g., FMA, Repetitive Flood Claims (RFC) and Severe Repetitive Loss (SRL), will occur as needed based on funding availability and meeting these programs' more restrictive eligibility criteria.

A tiered approach will be used to best utilize the available HMGP funding throughout Broward County. Projects will be categorized as Single Jurisdiction, Multi-jurisdictional, and County-wide. The applicable percentage applied for each category will be established by the Executive Committee for each disaster.

County Initiatives

These are larger overarching actions that require the leaderships of the County EMD and the LMS Executive Committee to consider for implementation. These are recommended actions resulting from the various components of the ELMS process. Overall, they will respond to the updated risk information from Chapter 4 and Chapter 5.

- Use the National Weather Service (NWS) Storm Data Report as recommended by the Florida Division of Emergency Management/Florida Planning and Development Lab's "Recommended Integration Practices: Strengthening the Floodplain Management Plan and Portions of the Local Mitigation Strategy"¹⁵. The County EMD should facilitate the adoption of this process with the municipalities. It provides a uniform, credible source of data collection that is stored in a centralized area on a more permanent basis that can endure changes in staff level at local level. It is accessible to anyone with an internet connection and has the following procedures:
 - Storm Data Report allow multiple avenues for the submission of storm data which includes phone reports, internet reports, collection from local media sources, and calls to local emergency dispatchers during or after a severe weather occurrence. This data will then be compiled and stored in the online NWS Storm Data Database to include critical detailed Information like a listing of structures impacted and flood depths with each report.
- Coordinate with the SFWMD and Surface Water Coordinating Council on larger-scale drainage projects.
- Consider the formal designation of cooling centers.
- Conduct a pilot project to evaluate the feasibility of developing a network of weather sensors across the county that support real time analysis and alert of local conditions.
- Support the following recommendations from the 2020 Broward County Climate Change Action Plan that pertain to hazard mitigation:
 - Contribute to local, regional, and state climate planning efforts.
 - Continue support for the Southeast Florida Regional Climate Change Compact (Compact)
 - Lead advocacy for climate change policies and legislation
 - Engage technical support of state and federal agencies.
 - Adopt adaptation standards that consider climate change and sea-level rise.

¹⁵ Reference to the August 2011 draft version of this FDEM/FSU document

- Support adaptation of at-risk infrastructure and facilities
- Address mitigation and adaptation policies in the Land Use Plan
- Incorporate resilience criteria into the Broward County surtax project review process.
- Utilize resiliency checklists.
- Pursue amendments local and state codes to advance resilient design.
- Educate residents on climate risk.
- Educate and prepare for public health impacts.
- Encourage dialogue among elected officials, staff, and socially vulnerable populations.
- Address social vulnerabilities through local government programs.
- Engage and educate private sector stakeholders and community members about resilience strategies for the built, natural, and social environment.
- Support community hubs that enable economic mobility, health, mental health, and safety for all community members
- Ensure beneficial social equity and health outcomes by considering the impacts of land use policy, public infrastructure, public service, and post-disaster recovery decisions on vulnerable populations.
- Update and advance assessments of the vulnerability of transportation infrastructure
- Integrate dynamic adaptive approaches into processes leading to transportation and other investments.
- Coordinate to achieve resilience across transportation planning and investments.
- Pursue shared drainage and water management infrastructure.
- Use local and regional data and tools to inform resilience planning.
- Maintain, update, and share high-resolution elevation data.
- Expand the use of technology and data analytics.
- Pilot technologies and services
- Partner on data and performance measurement
- Sea level rise adaptation planning
- Improve inundation mapping capabilities.
- Encourage FEMA to consider sea-level rise in flood map updates.
- Adopt new 100-year storm maps.
- Update design storm criteria
- Incorporate combined sea-level rise/storm surge impacts in hazard mitigation and adaptation planning.
- Re-evaluate CCCL and CHHA for climate change impacts.
- Support research on the vulnerability of the built environment
- Collect LiDAR data.
- Analyze sea-level rise, rainfall, drainage and hurricane impacts.
- Analyze flood control level of service and compounded flooding.
- Develop dynamically adaptive management strategies.
- Apply models to develop resilient design standards.
- Enhance the resiliency of County-owned infrastructure and properties.
- Improve the resilience of buildings and structures.
- Maintain beaches.
- Retrofit flood control structures for sea-level rise.
- Coordinate local water management improvements.
- Advance sanitary sewer connections

- Phase-out septic systems where necessary to protect public health and water quality.
 - Engage the private sector in resilience initiatives.
 - Convene a countywide forum for coordinated resilience planning.
 - Develop and implement a countywide resilience plan.
 - Emphasize adaptive pathways.
 - Develop a resilience dashboard.
 - Engage the private sector to develop strategies for adapting energy infrastructure.
 - Support ongoing coral reef restoration and resilience activities.
 - Prioritize areas for living shorelines.
 - Resilience planning for parks and open spaces
 - Promote green stormwater infrastructure.
 - Engage the community in flood mitigation programs.
- Support efforts to restore funding to SFWMD needed for long-term drainage assistance.
 - Build on public involvement efforts in developing a website or webpage to provide the public guidance materials on mitigation projects for their homes. This effort and any follow-up technical assistance/outreach activities will help mitigate the vulnerability of residential housing in Broward County depicted in Appendix J.
 - Encourage the participation and coordination of nature-based solution projects through design, implementation, monitoring, and maintenance, supporting shoreline protection through reef restoration.
 - Coordinate with federal and state agencies, regional and local governments, and stakeholders to advance partnerships and identify priority projects that address coral reef restoration through nature-based solutions for the purposes of hazard mitigation.

Funding Sources

The following is a list of the primary funding sources for mitigation projects with key information:

Federal

- **FEMA HMGP** – Key purpose is to provide an opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters during the post-disaster reconstruction process. The State of Florida has additional parameters on how HMGP funds are made available in the state post-disaster. (See **Table 6.1** for a list of eligible project types for HMGP and the other 4 FEMA mitigation grant programs).
- **FEMA PDM** – Key purpose is to provide a sustained pre-disaster natural hazard mitigation program to reduce the risk to population and structures from future hazard events. The program is funded out of non-disaster programs with the intent to reduce reliance on Federal funding from future disasters. The PDM annual budget is subject to periodic fluctuations based on Congressional priorities.
- **FEMA FMA**– Key purpose is to reduce or eliminate claims under the NFIP by making available funds for flood mitigation projects for structures covered by flood insurance policies.

- **FEMA RFC** – Key purpose is to make grant funds available to reduce flood damages to individual properties for which one or more flood insurance claim payments for losses have been made and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period.
- **FEMA SRL** – Key purpose is to make grant funds available to reduce flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage and will result in the greatest savings to the NFIF in the shortest period.
- **FEMA Public Assistance (PA) 406 Mitigation Grant Program** (this potential funding source is also detailed in the Broward County Recovery Framework (former CRP) – Is available for counties included in a FEMA presidential disaster declaration if they are otherwise eligible for the PA program, a valid and eligible PA project is included in the Project Worksheet in a timely manner, and the FEMA PA group administering the disaster is in agreement. Project types range from floodproofing, to wind protection to road elevation to drainage upgrades/improvements.
- **Department of Housing and Urban Development (HUD) Community Development Block Grant program (CDBG) Disaster Recovery Program** – This program is made available on a case-by-case basis by the U.S. Congress and is usually authorized after larger disaster events that already received a presidential disaster declaration. Project types are generally for residential properties (acquisition, elevation) but can also be available for small businesses including rental properties (elevation). Code enforcement support is also potentially eligible.
- **US Army Corps of Engineers Mitigation** - The USACE's Flood Control (Structural & Non-Structural), Section 205 of the 1948 Flood Control Act, as amended, authorizes the U.S. Army Corps of Engineers to develop and construct small flood control projects. Each project is limited to a Federal cost of \$7,000,000.00 and must be economically justified, environmentally sound, and technically feasible. The USACE's Emergency Streambank and Shore Protection program, Section 14 of the 1946 Flood Control Act, as amended, authorizes the USACE to develop and construct streambank and shoreline protection projects. The goal of the program is to protect endangered highways, bridge approaches, public works facilities, churches, public and private nonprofit public facilities. Each project is limited to a Federal cost of \$1,500,000.00 and must be economically justified, environmentally sound, and technically feasible. Section 103 of the 1962 River and Harbor Act authorizes the USACE to develop small projects for the purpose of shore protection and beach restoration. Each project is limited to a Federal cost of \$3,000,000, and must be economically justified, environmentally sound, and engineering feasible. Eligible applicants include local municipalities and public agencies.
- **Department of Homeland Security (DHS), State Homeland Security Program (SHSP)**
– Eligible activities include planning, training, exercise, and organization including mitigation and recovery activities from acts of terrorism and catastrophic events.
- **Coastal Management Program Grants** – Includes the Coastal Resource Improvement Program which funds on small-scale construction or land acquisition projects that enhance

public access to the coast, facilitate redevelopment of urban waterfronts, or preserve and restore coastal resources,

- **Department of Education Emergency Management for Higher Education (EMHE)** - A grant program for institutions of higher education to evaluate their risk and prepare for risks from natural and manmade hazards. In 2008-2009, Broward College received an EMHE grant. Eligible project activities include plans, vulnerability assessments, support building, organization, and training.
- **EPA grants for stormwater including Green Infrastructure, Clean Water grants, and Impaired Streams** (usually must include water quality element) – see http://water.epa.gov/grants_funding)

Table 5.2: Eligible Project Activities of the 5 FEMA Mitigation Grant Programs

ELIGIBLE ACTIVITIES	HMGP	PDM	FMA	RFC	SRL
1. Mitigation Projects	☒	☒	☒	☒	☒
Property Acquisition and Structure Demolition	☒	☒	☒	☒	☒
Property Acquisition and Structure Relocation	☒	☒	☒	☒	☒
Structure Elevation	☒	☒	☒	☒	☒
Mitigation Reconstruction					☒
Dry Floodproofing of Historic Residential Structures	☒	☒	☒	☒	☒
Dry Floodproofing of Non-residential Structures	☒	☒	☒	☒	
Minor Localized Flood Reduction Projects	☒	☒	☒	☒	☒
Structural Retrofitting of Existing Buildings	☒	☒			
Non-structural Retrofitting of Existing Building/Facilities	☒	☒			
Safe Room Construction	☒	☒			
Infrastructure Retrofit	☒	☒			
Soil Stabilization	☒	☒			
Wildfire Mitigation	☒	☒			
Post-Disaster Code Enforcement	☒				
5% Initiative Projects	☒				
2. Hazard Mitigation Planning	☒	☒	☒		
3. Management Costs	☒	☒	☒	☒	☒

Source: FEMA Hazard Mitigation Assistance Unified Guidance

State

- Resilient Florida Grant Program
- EMPA Competitive Grant Program
- Emergency Management Performance Grant
- County Base Grant Program
- The Florida Coastal Management Program
- Florida Coastal Partnership Initiative – <http://www.dep.state.fl.us/cmp/grants/index.htm>
- Hurricane Loss Program (formerly Residential Construction Mitigation Program)

Any required local match will be the responsibility of the applicant. For FEMA approved projects using HMGP funds, there can be instances where project costs increase and the federal share become less than the applicable cost share, typically 75%. If this occurs and additional funding becomes available, the LMS may choose to increase the federal cost share to the maximum allowable amount. Any locally funded hazard mitigation projects should be brought to the attention of the LMS Executive Committee for potential Global Match credit.

Pending Wind Mitigation Actions

The Broward County Division of Construction Management obtained FEMA hazard mitigation grants for four County hazard mitigation projects. The funding was used to fortify the Main Library, the Ron Cochran Building at the Public Safety Complex, the East Wing of the Broward County Judicial Center, and Fleet Service Center Number Three in Pompano Beach. This work will primarily involve the replacement of windows at each location with new impact-resistant glass and frames.¹⁶

Completed Flood Mitigation Actions and National Flood Insurance Program (NFIP) by Jurisdiction

As required by 44 CFR §201.6(3)(ii), each jurisdiction must address its “participation in the NFIP, and continued compliance with NFIP requirements as appropriate”. The National Flood Insurance Program Community Book <http://www.fema.gov/fema/csb.shtm> verifies all Broward County communities are listed as participating in the National Flood Program. The following activities are broken down by community:

Broward County, Unincorporated Broward Municipal Services District – (CRS Community)

Unincorporated Broward County has been a CRS community since October 1, 1992, and is currently a Class 6. The County has designated the Environmental Permitting Division’s Assistant Director as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 6 years include:

- Maintain Elevation Certificates for New/Substantially Improved Buildings
- Provide Flood Zone Information
- Inform Lenders, Insurance Agents, and Real Estate Offices of Our Services
- Keep Old and Current FIRMs
- Produce/Distribute Flood News Newsletter
- Maintain Flood Protection Materials at Library
- Provide Flood Protection Assistance
- Preserve Open Space in Floodplain
- Enforce Floodplain Management Regulations

¹⁶ From Broward County eCounty website, accessed on 4/27/12, which delivers news at http://www.broward.org/ecountyline/Pages/vol_33_no_3/news.htm

- Use/Update Flood Data GIS Information
- Produce/Distribute Property Protection Information to Repetitive Loss Areas
- Prepare Floodplain Management Plan (LMS) Annual Progress Report
- Inspect/Repair/Maintain Drainage Systems
- Implement Drainage System Portions of CIP
- Provide Information on Stream Dumping Regulations
- Implement Flood Warning Program

Broward County's current Floodplain Management Ordinance reflects the latest FIRM maps. As of December 2022, the County had 3,239 NFIP policies in force (in 2016, this count was 14,988).

Coconut Creek, City of– (CRS Community)

CRS activities undertaken in the past 5 years include:

1. Constant monitoring of the drainage systems and drainage basins.
2. On-going Capital improvement projects to improve water quantity and quality of the drainage system, which consist of waterways dredging and maintenance. The design and permitting are performed in-house.
3. On-going preventive maintenance programs consisting of swale re-grading, and stormwater systems cleaning and repairs. Maintenance program performed mainly in-house.
4. Training by Floodplain Manager of Engineering Department staff, who reviews building permits. Training includes NFIP regulations and Elevation Certificates.
5. Maintenance of a clear map depicting various Flood Zone designations.
6. Brochures related to flooding and NFIP requirements were sent to every household in the City.
7. Answering various residents with questions about Flood Zones, Flood Hazards, and how to mitigate flooding. Courtesy site visits are also available.
8. GIS mapping of all utilities including drainage in the City as well as Flood Zones. The maps can also be accessed by the public since it is web-based.
9. Maintenance and scanning of all elevation certificates database.
10. Maintenance of all Letter of Map Revision (LOMR) database.
11. CRS 510 Floodplain Management update for year 2010 (see attachment).

The City of Coconut Creek's current Floodplain Management Ordinance reflects the latest FIRM maps.

Cooper City, City of– (CRS Community)

The City of City of Cooper City has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Conduct and document drainage system maintenance throughout the community.
- Conduct drainage system maintenance by inspecting/repair/maintain drainage system.
- Continue to preserve and maintain our open space and parks system.
- Enforce Floodplain Development Permits
- Enforce Floodplain Management Regulations

- Enforce stormwater management ordinances.
- Enforce our stream dumping regulations.
- Inform lenders, insurance agents, and real estate offices of our services.
- Inform residents of the Broward County "Home Damage Assessment Program" which will benefit the City by providing critical information where major damage has occurred.
- Maintain and keep old and current FIRMs.
- Maintain Elevation Certificates for all new/substantially improved buildings.
- Maintain flood protection materials at the local library.
- On-going training for staff relative to floodplain management
- Prepare/distribute Floodplain Management Plan (LMS) Annual Progress Report
- Preserve open space in floodplain.
- Produce and maintain a log and history of drainage system maintenance provided to residents.
- Produce/distribute outreach projects to all residents/businesses within the floodplain and all of Cooper City
- Produce/distribute property protection information to Repetitive Loss Areas
- Produce/distribute property protection information to Repetitive Loss Properties
- Provide copies of Elevation Certificates to residents and/or businesses
- Provide flood protection assistance.
- Provide information on "no dumping" signage throughout the City.
- Provide letters of Flood Insurance Rate Map Determination
- Provide property protection assistance to homeowners and/or businesses.
- Update and maintain the Flood Information on the City's website.

The City of Cooper City's current Floodplain Management Ordinance reflects the latest FIRM maps.

Coral Springs, City of– (CRS Community)

The City of Coral Springs has been a CRS community since 1992. Coral Springs is currently a Class 8 Community. The Development Services Department serves as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Elevation Certificates are required by the Building Department to be completed for all projects in areas considered in the special flood hazard areas.
- The City's Engineering Department provides basic flood zone information as well as personal assistance and site visits to all inquirers.
- Maps showing the City's flood zones are provided at the library and can also be accessed at <http://www.coralsprings.org/floodinformation/floodmap.pdf>
- Coral Springs provides information to every city resident through its "Under the Sun" magazine. Information in the magazine includes knowing about hazards, protecting people, protecting property, preparations and warning systems, and education.
- about wetlands

- Coral Springs also hosts “Slice of the Springs” meetings which provide more specific education and information to local areas of the City.
- The City’s Engineering Department also provides information available to residents who call or visit the office with questions regarding flood information.

The City also provides flood information online at: <http://www.coralsprings.org/living/flood-zone-information>. The City of Coral Springs' current Floodplain Management Ordinance reflects the latest FIRM maps.

Dania Beach, City of– (CRS Community)

The City of Dania Beach has been a CRS Community since December 1992. Dania beach is currently a Class 9 Community. The city has designated Eleanor Norena, City’s Community Development Operations Manager as CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5years include:

- Maintenance of Elevation Certificates on all new and substantially improved building in our Special Flood Hazard Area.
- Availability of elevation certificates for newer properties as requested.
- The Building Division provides flood insurance rate map information to inquiries and keeps electronic record of the information provided.
- Flood insurance rate maps are updated as necessary.
- The Broward County Main Library maintains flood protection materials.
- Floodplain management provisions outlined in the City’s zoning and building codes are enforced.
- The Florida Building Code is enforced by the City of Dania Beach.

The City of Dania Beach’s current Floodplain Management Ordinance reflects the latest FIRM maps. As of May 31, 2017, Dania Beach has 3,161 flood policies (in 2011 this count was 2,084).

The last Community Assistance Contact (CAC) was October 20, 2010, by the State at which time FEMA found no violations or other programs deficiencies.

Davie, Town of– (CRS Community)

The Town of Davie has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information Service
- Outreach Projects
- Flood Protection Information
- Open Space Preservation
- Higher Regulatory Standards
- Flood Data Maintenance
- Stormwater Management
- Floodplain Management Planning
- Drainage System Maintenance
- Dam Safety

The Town of Davie enacted its initial floodplain management ordinance on June 16, 1976, through Ordinance 1976-23, and still reflects the latest FIRM maps. There have been 4 revisions, in 1977, 1988, 1995, and 2005. Based on this ordinance, the Town's Building and Engineering Departments enforce the floodplain management ordinance. As of January 2011, the Town had 17,752 NFIP flood policies in force (in 2009, this count was 19,294).

The State of Florida conducted its Community Assistance Contact (CAC) in February 2006. The Community Assistance Visit (CAV) identified that additional definitions were necessary in the Town's floodplain management ordinance. The Town Council revised the ordinance to reflect these new definitions in March 2005

Deerfield Beach, City of– (CRS Community)

The City of Deerfield Beach has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information Service
- Outreach Projects
- Flood Protection Information
- Open Space Preservation
- Higher Regulatory Standards
- Flood Data Maintenance
- Stormwater Management
- Drainage Systems Maintenance
- Flood Warning Program

The City of Deerfield Beach's current Floodplain Management Ordinance reflects the latest FIRM maps.

Fort Lauderdale, City of– (CRS Community)

The City of Fort Lauderdale has been a CRS Community since 1992 and is currently a Class 6. The city has a standalone Floodplain Manager, who is also designated as the CRS Coordinator. The Floodplain Manager has a staff of three Floodplain Development Review Specialists. CRS activities undertaken in the last 5 years include:

- Provide On-going Training for Staff and External Stakeholders Relative to Floodplain Management
- Maintain Elevation Certificates for New/Substantially Improved Buildings
- Provide Flood Zone Information · Inform Lenders, Insurance Agents, and Real Estate Offices of Our Services
- Keep Old and Current FIRMs
- Maintenance of all Elevation Certificates in an Electronic Database
- Develop and Distribute Floodplain Management Related Outreach
- Maintain Flood Protection Materials at Local Libraries
- Provide Flood Protection Assistance
- Preserve Open Space in Floodplain
- Enforce Floodplain Management Regulations
- Use/Update Flood Data GIS Information

- Produce/Distribute Property Protection Information to Repetitive Loss Areas
- Prepare Floodplain Management Plan (LMS) Annual Progress Report
- Inspect/Repair/Maintain Drainage Systems
- Conduct Drainage System Portions of CIP
- Provide Information on Stream Dumping Regulations

The City of Fort Lauderdale's current Floodplain Management Ordinance reflects the latest FIRM maps. As of June 26, 2017, the City had 39,239 flood policies. The Florida Division of Emergency Management, State Floodplain Management Office conducted a Community Assistance Visit in 2013 and found no violations or other program deficiencies. The last ISO CRS Cycle Visit was in 2016 and reviewed the City's documentation regarding current and past CRS activities. The last Community Assistance Visit was conducted by FEMA in the summer of 2017.

Hallandale Beach, City of– (CRS Community)

The City of Hallandale Beach has been a CRS Community since 1994. Hallandale Beach is currently a Class 6. The city has designated the Building Official as the CRS Coordinator and the Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Maintain Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area
- Provide Flood Insurance Rate Map information; inform lenders, insurance agents, real estate offices of the above activity.
- Provide an annual outreach project to the community.
- Maintain flood protection materials in our public library.
- Provide flood protection assistance to inquirers and maintain records of the service.
- Preserve open space in the floodplain.
- Enforce storm water management provisions through our Zoning, Engineering, Building, and local Code of Ordinances
- Mandate a drainage system maintenance program.
- Develop a Program for Public Information (PPI)

The City of Hallandale Beach's current Floodplain Management Ordinance reflects the latest FIRM maps.

Hillsboro Beach, Town of– (CRS Community)

The Town of Hillsboro Beach has been a NFIP participating community since 1978 and a CRS Community since October 1994.

On September 10, 2008, the Town had a 5-year Cycle Visit, and no violations or deficiencies were noted. The Town expanded the Public Outreach and Map Information Services for this visit. GIS Based Flood Plain Maps were prepared relative to FEMA Flood Zones, Parcel Lines, Future Land Use and Zoning Districts. The Town's Website and Flood Prevention Brochure were updated and provided to all Town residents.

Hollywood, City of– (CRS Community)

The City of Hollywood, Florida has been a NFIP participating community since 1972 and a CRS Community since October 10, 1992. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information
- Outreach Projects
- Flood protection Information
- Flood Data
- Open Space preservation
- Higher regulatory Standards
- Flood Data Maintenance
- Storm Water Maintenance
- Stormwater management
- Floodplain Management
- Drain System Maintenance
- Dam Safety

The current Floodplain Management Code of Ordinance for the City of Hollywood titled Chapter 154: Flood Damage Prevention reflects the latest FIRM maps including: Map Numbers 12011C0304, 307,308,309,312,316,317,319 with Map Index 12011C000 Revised 10/2/97. The City's code specifically regulates new construction and substantial improvement to existing structures.

Lauderdale-By-The-Sea, Town of– (CRS Community)

The Town of Lauderdale- By-The-Sea has been a CRS Community since 2000. CRS activities undertaken in the past 5 years include:

- Outreach Programs
- Enforcement
- New Drainage and Maintenance
- Community Activities include:
 - Open Space preservation
 - Map Information
 - Maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area (SFHA)
 - Continue to make copies of elevation certificates on newer properties available on the community's present office location.
 - Provide Flood Insurance Rate Map information, advise information on the flood insurance purchase requirement to inquirers, and keep records of the service.
 - Continue to keep our FIRM updated and maintain old copies of the FIRM.
 - The public library continues to maintain flood protection materials.
 - Continue to provide flood protection assistance to inquirers.
 - Continue to enforce our current building code.
 - Continue to enforce the floodplain management provisions of our zoning, subdivision, and building' code ordinances.
 - Continue to enforce the stormwater management provisions of our zoning, subdivision, and building code ordinances for new developments in the watershed.
 - Continue to implement our drainage system maintenance program including record keeping of maintenance activities.
 - Continue to implement the sections of our Capital Improvements Program

- which pertain to drainage system maintenance.
- Continue to enforce our stream dumping regulations.

The Town of Lauderdale-By-The-Sea's current Floodplain Management Ordinance reflects the latest FIRM maps.

Lauderdale Lakes, City of

The City of Lauderdale Lakes has been a participating NFIP community since 1979 and in good standing. In 2006, the City passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Operations Manager of the Public Works & Engineering Services Department. Permitting in Special Flood Hazard Areas (SFHAs) is issued through a consultant contracted by the Engineering Services Division.

Lauderhill, City of – (CRS Community)

The City of Lauderhill has been a CRS Community since October 2, 1992. The City of Lauderhill is currently a Class 7. The City has designated the City Engineer as Floodplain Manager and Mrs. Joan Fletcher as the CRS Coordinator. CRS activities undertaken in the past 5 years include:

- Maintaining two pump stations (A and B) which control 2/3 of the entire canal channel which reduces flooding and give the City of Lauderhill control of the canal elevation.
- Yearly cleaning of the catch basins throughout the communities to ensure entire drainage system is free of blockage.
- The installation of new drainage and the lowering of the swale area.
- Repaving the roads redirecting the rainwater toward the drainage or catch basins.
- Culvert rehabilitations (Canal 30 and NW 82 Avenue, NW 50 Avenue, and NW 19th Street)
- Canal/Lake embankment stabilizations
- Water Treatment Plant Drainage Reconfiguration
- A Northwest Quadrant Drainage Project to assist in the drainage improvements after storm events.

The City of Lauderhill current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2017, the City has 3,020 flood policies. Most of the City was removed from the Special Flood Hazard Area in the 2014 FEMA Flood Map update. The last CAC was conducted in January 11, 2012, at which time the State found no violations or other program deficiencies. The next CAC is scheduled for May 1, 2018.

Lazy Lake, Village of

The Village of Lazy Lake has been a participating NFIP community since 1992 and in good standing. Lazy Lake has an approved Flood Damage Prevention Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Mayor and manages development as required by a participating member of the NFIP.

Lighthouse Point, City of – (CRS Community)

The City of Lighthouse Point has been a CRS Community since 1993. CRS activities undertaken in the last 5 years include:

- Providing outreach to its property owners by way of the City website and newsletter regarding flood zone information. The information in the City newsletter is mailed to every property owner on an annual basis, and a brochure is mailed annually to all properties in

the community's Special Flood Hazard Area (SFHA). The information is also on display at the City's public buildings. The City Library has available a multitude of periodicals, such as books, pamphlets, brochures, and fact sheets regarding disaster preparedness and recovery, flood insurance program, and its supporting documentation. During hurricane season, the Library places on display hurricane/wind/flood disaster preparedness in a showcase which includes sources of information, damage, and disaster control.

- The City's Building Department maintains both on-site and off-site elevation certificates for new and substantially improved buildings and recordkeeping of floodplain inquiries. Upon request, elevation documentation, and the Flood Insurance Rate Map (FIRM) is provided to the public. Additionally, technical advice and assistance is provided to interested property owners. The available documentation and technical assistance is annually publicized and always displayed on the community's website.
- Overall, the City maintains its designated open space preservation sites. The City's Stormwater Management Plan enforces the stormwater management regulations, including freeboard in non-SFHA zones, soil and erosion control, and water quality. The City enforces a regulation prohibiting dumping in the drainage system. The drainage system inspection and maintenance is conducted on an on-going basis. A Capital Improvement Program is ongoing for the drainage system management.

The City of Lighthouse Point current Floodplain Management Ordinance reflects the latest FIRM maps.

Margate, City of– (CRS Community)

The City of Margate has been a CRS Community since the year 2000. Margate became a Class 7 Community in 2011. The City has designated Reddy Chitepu, Director, as both the Floodplain Manager and CRS Coordinator. CRS activities undertaken in the past 5 years include the following activities:

- Maintain Elevation Certificates on all new and substantially improved buildings in Special Flood Hazard Areas (SFHA).
- Maintain database for permits issued for new or substantially improved buildings in the SFHA.
- Provide Flood Insurance Rate Map (FIRM) information and information on the flood insurance purchase requirements to inquirers.
- Complete annual outreach project to the community.
- Keep our FIRM updated and maintain old copies of our FIRM.
- Maintain flood protection materials on the city website and the public library.
- Update flood information on the city website annually.
- Provide flood assistance/information to anyone requesting such assistance/information.
- Preserve or increase open space in the floodplain.
- Enforce the floodplain management provisions of our zoning, subdivision, and building code ordinances.
- Use and update our flood data maintenance system.
- Enforce the stormwater management provisions of our zoning, subdivision, and building code ordinances for new developments in the watershed.
- Track building improvements and repairs

- Enforce the requirement that all new buildings must be elevated above the street or base flood elevation.
- Inspect and maintain all city drainage facilities.
- Enforce the current building code.
- Use and update our flood data.
- Provide flood management data to our repetitive loss properties as well as our defined repetitive loss areas.
- Implement our drainage system maintenance program.
- Enforce our stream dumping regulations.
- Maintain our system of Benchmarks.
- Maintain our Flood System Threat Recognition

The City of Margate's current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2011, the City had 10,884 flood insurance policies.

Miramar, City of– (CRS Community)

The City of Miramar, Florida has been a CRS Community since 1994. Miramar is currently a Class 8. The City has designated the Assistant Public Works Director as the CRS Coordinator and Senior Zoning Specialist as Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Elevation Certificates
- Map Information Service
- Outreach Projects
- Flood protection Information
- Flood protection Assistance
- Update flood information on the City's website
- Open Space preservation
- Higher Regulatory Standards
- Flood data maintenance
- Stormwater management
- Floodplain management Planning
- Drainage System maintenance
- Flood Warning program
- Dam Safety
- Canal embankment stabilizations

The City of Miramar's current Floodplain Management Ordinance reflects the latest FIRM maps. As of April 2017, the City had 7,193 flood policies. The last Community Assistance Visit was conducted on 2013 at which time no violations or other program deficiencies were found.

In 2011, the City of Miramar purchased a replacement street sweeper as part of its continuing efforts to reduce the amount of debris on the roads and contaminants entering the City's stormwater system, canal, and waterways. These actions are in accordance with the City's Best Management Practices and NPDES requirements for flood protection. n and pollution control.

Flood Damage Reduction Projects Follow-up

Historic Miramar Redevelopment is a major City priority in preserving and upgrading the historical eastern areas of the City. During the Historic Miramar Infrastructure Improvements Phase 1 project, the City invested \$10 million to enhance and improve the underground utilities infrastructure. These improvements were completed in 2007. In 2010, Phase 2 was started and completed in December 2013 for \$700,000. Phase 3 was bid in September 2016 and awarded in May 2017 for \$8.4 million with an expected completion date of late 2018. A goal of this project is to provide water and sewerage, and enhanced flood protection.

Canal/Lake Embankment Stabilization Project

The City of Miramar owns the canals and lakes east of University Drive in Historic Miramar. Many of these canal and lake banks are experiencing erosion and failing seawalls. In 2012, the City embarked on a canal/lake embankment stabilization program for the repair/reconstruction of eroded canal/lake banks. The City retained a consultant to perform an Engineering Feasibility and Needs Assessment Study of the canal/lake embankments. In February 2016, Phase 1 was started and completed in March 2017 for \$260,000. The City has allocated \$1.7 million to future phases of the project over the next five (5) years. Stabilization of the canal/lake embankments will prevent further loss of land on the affected properties; and help improve the water quality in the canals and lakes. In addition, the associated dredging of the canals/lakes bottoms will increase the storage capacity of water in the canals/lakes.

North Lauderdale, City of– (CRS Community)

The City of North Lauderdale has been a NFIP participating community since 1979 and a CRS Community since October 1993. CRS activities undertaken in the past 5 years include:

- Secure and store elevation certificates
- Firm Map Information to the public, lending institutions, and insurance agents
- Outreach Projects such as quarterly newsletters and special events
- Flood Protection Information through the Broward County Library System in the city
- Flood Protection Assistance by providing certified construction and stormwater inspectors to address public concerns.
- Open Space Preservation throughout the 153.7 AC of parks in the SFHA to control flooding potential.
- Stormwater Management and participation with Broward County in compliance with our NPDES permit
- Drainage System Maintenance is conducted by the North Lauderdale Water Control District personnel.

The City of North Lauderdale current Floodplain Management Ordinance reflects the latest FIRM maps.

Oakland Park, City of– (CRS Community)

The City Of Oakland Park (ID #120050) has fully participated in the NFIP Community Rating System (CRS) since June 9, 1994. The City's CRS activities undertaken in the past 5 years include:

- The maintenance of a Stormwater Management Ordinance as part of the City's Land Development Code, enforcing floodplain management requirements related to drainage which includes regulating all and substantially improved construction in special Flood Hazard Areas (SFHAs).

- The City's Engineering & Community Development Department along with the Public Works Department are committed to enforcement of regulations, procedures, and design criteria as it relates to the City's Stormwater/Floodplain Management Plan. New development/redevelopment is regulated by the City's Land Development Code, Chapter 24. Sections pertaining to Stormwater Management include Article IX, Environmental Regulations and Article X, Floodplain Management. The City's Building Official enforces all development/redevelopment in accordance with the latest edition of the Florida Building Code.
- The City's Public Works Director and the City Engineer jointly enforce all regulations as adopted in Chapter 12 of the City Code, Article II, Stormwater Management. The City's Building & Permitting Division of Engineering & Community Development Department maintains all elevation certificates for new and substantially improved buildings. Copies of those elevation certificates are made available to the public upon request. Oakland Park has also adopted the Broward County Local Mitigation Strategy (LMS).

In addition, the City participates in the following NFIP/CRS activities:

- Map Information Service
- Open Space Preservation
- Flood Data Maintenance
- Community Assistance
- Higher Regulator Standards
- Community Outreach
- Drainage System Maintenance Program
- Stormwater Management
- Repetitive Loss Properties

The City of Oakland Park's current Floodplain Management Ordinance reflects the latest FIRM maps. Oakland Park provides an annual Floodplain Management Plan update to the CRS as a requirement of our annual recertification. In addition, the City maintains a database in relation to the FEMA flood insurance rate map amendments and uses GIS floodplain identification and mapping techniques for data collection, research, and public information purposes.

Parkland, City of

The City of Parkland has been a participating NFIP community in good standing since 1979. In 1988, the City passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Building Official. Permits in Special Flood Hazard Areas (SFHAs) are issued by the Building Division, excluding development permits such as for infrastructure and roadways, which are permitted by the Engineering Department. The City of Parkland has not approved any variances to the Floodplain Management Ordinance.

Other Information

Most property in the City is zoned residential. All commercial and most residential construction in the City is post-FIRM.

Approximately half of all properties within the City are designated Zone 'X' since December 1992, with a very small area of Zone 'X' (shaded). At the time of the City's adoption of the Floodplain Management Ordinance, this area represented the approximate physical boundaries of the City.

The other, western 'half', which was farmland subsequently annexed into the City, is for the most part designated Special Flood Hazard Area 'AH'. The base flood elevations were determined to be 12, 13, and 14 at the time of the printing of the rate maps, August 18, 1992. The major developer, who added lakes, culverts, and a pumping station, received approval for 2 LOMRs, which essentially modified most of this property from AH 13 or 14 to AH 12.

In addition, the City received notification from FEMA approving LOMAs for 33 individual lots and one 35-lot residential subdivision development in this western area, re-designating each of these SFR structures from AH 12 to Zone 'X'.

Pembroke Park, Town of

The Town of Pembroke Park has been a participating NFIP community in good standing since May 1, 1979. In 1979, the Town passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Public Works Director. Permitting in Special Flood Hazard Areas (SFHAs) is issued by the Chief Building Official. The Town has not allowed variance to the flood plain ordinance.

Pembroke Pines, City of- (CRS Community)

The City of Pembroke Pines has been a CRS Community since October 1, 1994. Pembroke Pines is currently a Class 7. The City has designated the City Engineer as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Publishing a flood awareness flyer to all residential and commercial address twice per year
- A pro-active drainage system maintenance program
- Adding flood zone information to our public website as well as a trained staff member available by telephoning the department
- Acquisition of open space
- Modification of our flood protection ordinance

The City of Pembroke Pines' current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2017, the City had 10,022 flood policies (in 2011, this count was 35,622). The last CAV was on November 14, 2007, at which time the FEMA found no violations or other program deficiencies.

Plantation, City of- (CRS Community)

The City of Plantation has been a CRS Community since October 1, 1992. The City of Plantation is currently a Class 6. The City has designated Samira Shalan, City Engineer, as the CRS Coordinator and Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Maintain Elevation Certificates on all new and substantially improved buildings in Special Flood Hazard Areas (SFHA).
- Maintain database for permits issued for new or substantially improved buildings in the SFHA.
- Provide Flood Insurance Rate Map (FIRM) information and information on the flood insurance purchase requirements to inquirers.

- Complete annual outreach project to the community.
- Continue to keep our FIRM updated and maintain old copies of our FIRM.
- Maintain flood protection materials on the city website and the public library.
- Continue to preserve or increase open space in the floodplain.
- Continue to enforce the floodplain management provisions of our zoning, subdivision, and building code ordinances for new developments in the watershed.
- Continue to enforce the requirement that all new buildings must be elevated above the street or base flood elevation.
- Continue to inspect and maintain all city drainage facilities.
- Provide property protection and flood management data to our repetitive loss properties as well as our defined repetitive loss areas.
- Continue to implement our drainage system maintenance program.
- Continue to enforce our stream dumping regulations.

The City of Plantation's current Floodplain Management Ordinance reflects the latest FIRM maps. As of January 2017, the City had 7,698 flood policies (in 2011, this count was 21,240). The Insurance Services office conducted a verification visit on October 12, 2017.

Pompano Beach, City of– (CRS Community)

The City of Pompano Beach has been a CRS Community since 1993. Pompano Beach is currently a Class 7 and has been since 2012. The city has designated Paola A. West, Principal Planner, as the CRS Coordinator and Michael P. Rada as the city's Floodplain Manager. The following is the summary of the city's current program for NFIP compliance:

- Prevention for new properties:
 - The City of Pompano Beach has land development regulations which mandate the height of all new residential buildings at 18" inches above the crown of the road and of all new nonresidential buildings at 6" inches above the crown of the road. Section 152.29 (C) (1) (a) & (b)
 - The City of Pompano Beach requires that the elevation of seawalls newly erected, or repaired in a manner which effects elevation, shall be consistent with the elevations of adjacent seawalls. Persons so desiring to construct or repair a seawall to an elevation above adjacent seawalls shall furnish a plan to the City Engineer for approval prepared by an engineer in the State of Florida, showing elevations of proposed and adjacent seawalls referenced to North American Vertical Datum of 1988 (NAVD 88) and justifying the desired seawall elevation. The design shall provide for a stepped transition from proposed to existing seawall elevations with a rise not to exceed seven inches and a run or tread not less than eleven inches. However, the desired seawall elevation shall not exceed an elevation of five feet ten inches NAVD 88. Section 151.05. By the end of July, a revision to this code section is anticipated to be adopted whereas the "stepped transition" for seawalls will be removed and will read as follows: The desired seawall elevation shall not exceed an elevation of five feet ten inches NAVD 88. Persons so desiring to construct or repair a seawall shall furnish a plan to the City Engineer for approval prepared by an engineer in the State of Florida, showing elevations of proposed and adjacent seawalls referenced to North American Vertical Datum of 1988 (NAVD 88).
 - The State of Florida established a coastal construction line pursuant to section 161.053, F.S. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before

commencement of the permitted development, including but not limited to the Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S. Section 152.24.

- Drainage Facilities are required for all new development. The level of service is established in the Drainage Element of the Comprehensive Plan. Section 154.74
- The City of Pompano Beach has a stormwater utility which maintains the existing drainage facilities and constructs new drainage facilities. Section 53.16 (E)
- Property protection: To protect existing properties from flooding and maintain drainage, the city limits paving of the swales in the right-of-way (Section 100.38); encourage existing homeowners to maximize green space and regrade their properties to direct stormwater into swales and catch basins; the city regularly regrades swales, as needed, and maintains catch basins and routinely clean drains to ensure flooding due to clogged catch basins is minimized; the City has spent \$14.7 million in the past 5-years on capital improvement projects that improve stormwater management and reduce flood potential on private property; the city has a 5-year capital improvement plan with \$29.0 million worth of stormwater improvements to be implemented in the next 5-year time frame. The City also assists the private sector in issuing Letters of Map Amendments (LOMAs) and Letters of Map Revisions (LOMRs); maintains training in the NFIP; and in the review of Elevation Certificates. The City currently has six (6) Certified Floodplain Managers in the Building Division and one additional Floodplain Manager in the Planning and Zoning Division. The city also maintains a GIS system with elevation and flood plain data and keeps the city website updated with all flood related information that might be useful to the private sector.
- Natural resource protection: The city has a dune restoration program along the beach and maintains several pine scrubs preserves within the city limits.
- Emergency services: In coordination with the City of Pompano Beach and the National Weather Service, Broward County issues hurricane and tropical storm watches and warnings as well as storm surge watches and warnings (new in 2017). Broward County and the City of Pompano Beach operate Emergency Operations Centers and the city currently utilizes the CodeRed system for emergency notification messages. The water utility phone base is utilized for contact information and the public can also opt into the system through the city's Website.
- Structural projects: Beach renourishment is performed at irregular intervals and the city implements an annual list of stormwater improvement projects as mentioned above. The city has updated the Floodplain/Stormwater Management Master Plan which is a 2-year process that will culminate in an updated Capital Improvements Program to continue to improve the structural integrity of the drainage system.

Public Information:

- The City of Pompano Beach maintains digital flood zone maps on a GIS system with an aerial base map that shows an extremely high level of detail and can be searched for specific properties based on the property address for any property in the city.
- The City of Pompano Beach mails the Tradewinds magazine to residents twice a year. Tradewinds contains an article on flooding and flood protection.
- The City of Pompano Beach mails a letter to insurers, lenders, and real estate offices each year to inform them of the availability of flood zone information.
- Flood plain maps are available at the City's libraries as well as City Hall.
- People can call the City for technical assistance. The telephone number is published in Tradewinds article.

- The city mails an 11-page, highly detailed "Flood Hazard" brochure to all property owners near the start of each hurricane season.
- The city has established a specialized email address floodzoneinfo@copbfl.com for people to request their flood zone information.

The City of Pompano is scheduled to be converted from the 2007 CRS Manual to the new 2013 CRS Manual at its verification visit sometime next year. To assess the current flood mitigation practices of the City, find new ways to reduce flood risk (and possibly obtain a lower classification and increase flood insurance discounts), and to convert practices to the "new" manual standards, the City has entered into a Service Agreement with CRS (Community Rating System) Max Consultants. CRS Max Consultants has recently identified a few areas where changes in regulations can help obtain additional CRS points, with the goal of improving the City's rating from a 7 to either a 6 or 5. An analysis is being done to determine if/how adoption of the freeboard standard, which requires that new residential buildings or substantial improvements to existing residential buildings be constructed 1 foot or more above the Base Flood Elevation could be implemented in Pompano Beach. The freeboard approach is different from the current regulation which mandates the height of all new residential buildings and substantial improvements to existing buildings be at base flood or 18" inches above the crown of the road--whichever is greater, and all new nonresidential buildings be base flood plus one foot or 6" inches above the crown of the road--whichever is greater (Section 152.29 (C)). Adoption of the freeboard standard has been identified by CRS Max Consultants as one of these changes. Additionally, the City is currently working on creating a Program for Public Information (PPI) Committee to find additional ways to obtain credit through outreach.

The City of Pompano Beach current Floodplain Management Ordinance reflects the latest FIRM maps that were adopted on August 18th, 2014. As of May 2017, the city had 19,426 flood policies (in 2013, this count was 25,824).

Sea Ranch Lakes, Village of

The Village of Sea Ranch Lakes has been a participating NFIP community in good standing since 1977. Sea Ranch Lakes has an approved Flood Damage Prevention Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Chief of Police. Permitting in Special Flood Hazard Areas (SFHAs) is issued by the Village Clerk.

Southwest Ranches, Town of

The Town of Town of Southwest Ranches has been a participating NFIP community in good standing since November 2004. In 2004, the Town passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The new designated Floodplain Manager will be the Town Engineer. Permitting in Broward County Emergency Management Special Flood Hazard Areas (SFHAs) will also be issued by the Town Engineer.

Sunrise, City of- (CRS Community)

The City of Sunrise has been a CRS Community since 1996. Sunrise is currently a Class 7. The City has designated the Deputy Utilities Director as the CRS Coordinator and City Engineer as the Floodplain Manager. CRS activities undertaken in the past 5 years include:

- Maintaining Elevation Certificates for New/Substantially Improved Buildings
- As requested, provide Flood Insurance Rate Map information and copies of available Elevation Certificates to residents, lenders, insurance agents, and real estate offices.
- Providing annual outreach to all property owners, including residents within the flood

- plains, receiving a water bill.
- Our website and public library maintain flood protection materials.
 - We use our regulatory flood data before a new development can proceed in our floodplain.
 - We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances.
 - Updating or flood data maintenance system on an annual basis as needed.
 - Enforcing the stormwater management provisions of our zoning, subdivision and building code ordinances for new developments in the watershed.
 - We continue to implement our drainage system maintenance program.
 - We continue to enforce our stream dumping regulations.
 - We continue to preserve our open space in the floodplain open space within the floodplain.

The City of Sunrise's current Floodplain Management Ordinance reflects the latest FIRM maps. As of October 2016, there were 5,750 flood insurance policies in force in the City of Sunrise. The City of Sunrise is currently preparing for the next CRS Cycle Visit, which will take place on September 7, 2017, and will be based on the 2017 CRS manual.

Tamarac, City of – (CRS Community)

The City of Tamarac has been a CRS Community since 1992. CRS activities undertaken in the past 5 years include:

- Print and mail out to all residents and business owners a Flood Protection Brochure twice a year were explaining to all property owners' things to know such as, the National Flood Insurance Program, the Benefits of having Flood Insurance in each property, Flood Plain Development Permit Requirements, Flood Warning Systems, and Flood Hazard Information.
- Provide copies of Elevation Certificates when available and Make Flood Zone Determinations with the FIRM map, and the Special Flood Hazard Area Map.
- The City continues to preserve approximately 1,352 acres in the Special Flood Hazard Areas as open space.
- The City continues to enforce the requirements that all new buildings must be elevated above the crown of the road as required in our City Ordinance.
- The Public Works Department has a Drainage System Maintenance Program for the entire City.
- The Public Works Department provides site visits regarding Flooding, Drainage, and Storm Water related problems to address any issues and correct them as required.
- The City also has an Outreach Program to the Community thru Neighborhood Meetings, Homeowners Association meetings, and information in The City's Website to help and alert the residents and the business community about The City's Flood Programs.
- On March 10, 2010, the Tamarac City Commission approved Resolution 2010-29 adopting the December 2009 Revision of the Broward County Multi-Jurisdictional Local Mitigation Strategy Plan.

The City of Tamarac current Floodplain Management Ordinance reflects the latest FIRM maps.

West Park, City of

The City of West Park has been participating in the NFIP community since 2006. In 2005, the City passed a Floodplain Management Ordinance. To this end, the City has already started by completing the following:

- Stormwater Management Program adoption
- Drainage System Maintenance Public Outreach & Education
- Storm Drainage Cleaning and Maintenance
- Twin Lakes Maintenance
- Retention Pond Maintenance
- Tree Planting
- Map Information Service
- Open Space Preservation
- Adherence to National Pollutant Discharge Elimination System (NPDES) Permit Requirements
- Adoption of Capital Improvement Plan
- Streamlined Illegal Dumping Ordinance
- Floodplain Management Plan is being Updated.

The City is constantly monitoring drainage system and catch basins.

The City of West Park will continue to be an active member of the Broward County Local Mitigation Strategy.

Weston, City of

The City of Weston has been a CRS community since May 1, 2009. Weston is currently a Class 8. The city has designated the Director of Public Works as the CRS Coordinator and consultant Calvin, Giordano & Associates as Floodplain Manager. CRS activities undertaken in the past year include:

- Review and Maintain Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.
- Provide Flood Insurance Rate Map information to the public, lenders, insurance agents, and real estate offices.
- Provide Flood protection assistance to inquirers and maintain a “records of service”.
- Provide an annual outreach project to the community.
- Provide a copy of the community’s Flood Insurance Rate Map and an explanation of their use in our public library.
- Enforce storm water management provisions through our Zoning, Engineering, Building, and local Code Ordinances.
- Preserve open space in the Floodplain.
- Provide a copy of property protection for repetitive loss areas.
- Exercise an outreach program that informs the public of flood warnings and safety measures.
- Administer a drainage system maintenance program.

The City of Weston’s current Floodplain Management Ordinance reflects the latest FIRM maps. The City adopted the ELMS March 18, 2013, via City of Weston Resolution No. 2013-23.

As of March 2017, The City had 4,422 NFIP policies in force (in 2011, this count was 3,637). The last CAV was in April 2012, and the City's ISO Community Rating Visit was on March 4, 2008, at which time the State and FEMA found no violations or other program deficiencies.

Wilton Manors, City of

The City of Wilton Manors has been a participating NFIP community in good standing since 1987. In 1987 (amended 2005), the City passed a Floodplain Management Ordinance that continues to reflect the current FIRM maps. The designated Floodplain Manager is the Director of Community Development Services. Permitting in Special Flood Hazard Areas (SFHAs) is issued by the Director of Community Development Services.

Continued Compliance

Broward County and all its jurisdictions are committed to continued participation and compliance with the National Flood Insurance program (NFIP). A major mitigation priority of the LMS is the reduction of repetitive flood loss properties. The County and its CRS participating municipalities track repetitive loss properties county-wide on an ongoing basis using data gathered annually from FEMA.

For mitigation, planning, and strategy development purposes, the LMS maintains updated GIS maps and informational databases of repetitive loss property locations relative to historical flood areas and designated Special Flood Hazard Areas. Repetitive loss properties are an ongoing discussion and planning priority for the LMS. All committees of the LMS are encouraged to develop and promote mitigation project ideas and strategies.

Specific prioritized actions for continued compliance with the NFIP for the next 5 years cycle include:

- Promote and continue to participate in the National Flood Insurance Program
- Identify and reduce the number of repetitive loss properties in each jurisdiction.
- Provide additional support to the Community Rating System (CRS) to increase Class Ratings
- Continue activities within the CRS Subcommittee/User Group to address reduction in CRS Class ratings.
- Identify and implement storm water projects that would eliminate in-urban and residential areas.

County-wide Flood Loss Reduction Strategy

Flood is consistently the most recurrent and costly hazard to the residents, businesses, and government operations. Therefore, an important part of the ELMS was to place special emphasis on addressing and mitigating the flood risk. A new chapter, Economic Vulnerability, described in detail the flood risk and potential loss scenarios for key economic areas in the County. Renewed emphasis has been placed on active participation in CRS and SFWMD has become an active partner in the LMS. By 2013, Broward County will have updated digital Flood Insurance Rate Maps (dFIRMs).

The items below, which may be repetitive of other sections of the plan, have been grouped here to show the overall recently invigorated effort to reduce the County's flood risk:

- Encourage all municipalities to participate in CRS and encourage currently participating communities to implement activities that will accrue more CRS credit points.
- Continued engagement of the LMS CRS Subcommittee/User Group and include sea level rise issues.
- Leverage public-private partnerships to mitigate flood vulnerabilities identified in the Economic Vulnerability Chapter of the ELMS
- Integrate flood mitigation measures and policies into other community planning processes like comprehensive plans.
- Consider adopting 500-year flood elevation standard.
- Continue the partnership with SE Florida Regional Climate Change Compact group to address sea level rise.
- Continue frequent communication with the SFWMD through the District's Broward Intergovernmental Representative (who in 2012 was also a member of the County LMS group) to find ways to strengthen partnership in addressing flood hazards.
 - Support the SFWMD Operations and Maintenance (O&M) Plan implementation.
 - Review the SFWMD's 50-year plan and find out what is relevant to Broward County flood mitigation.
 - Support the SFWMD's effort to modernize its older facilities in Broward County
 - Consider larger scale flood projects on canal system under FEMA programs like HMGP and PDM
 - Consider sea level rise impacts on water control structures and canals under SFWMD jurisdiction (SFWMD coordinates with the County and municipalities on sustainability actions)
 - County EMD mitigation and recovery officials should continue, along with other key LMS representatives, attend the quarterly meetings of the Broward County Water Resources Task Force and Broward Surface Water Coordinating Council (which includes the SFWMD, local water control districts like the South Broward Drainage District (some are also known as '298s' after Chapter 298 of Florida Statutes))
 - Consider use of WebEOC to tie in SFWMD and local drainage districts before and during likely flood events.
 - Work with SFWMD to scope and pursue project that include mitigation measures from funding sources for stormwater projects (e.g., the Environmental Protection Agency's grant programs). These grant pursuits would likely need to include multiple objectives like water quality.
 - The LMS should coordinate with local elected officials and Broward state legislators to seek state funds for combined stormwater/mitigation projects.
 - SFWMD should continue to work with local drainage districts to find solutions to more localized drainage issues (e.g., installation of gates and change in operating criteria in Southwest Ranches)

Appendices

Appendix A – Project Prioritization Matrix

Appendix B – Proposed Mitigation Project Form

Appendix C – Mitigation Project List

Appendix C contains the latest update of Broward County's LMS Mitigation Project List. The list of projects is ever changing as projects completed through self-funding or with grant assistance are dropped and new proposed and planned projects are added. Jurisdictions and other potential project sponsors, particularly those not having projects on the current list, are encouraged to submit projects. The expectation is that all eligible applicants are represented on this list with projects that address identified local hazards, vulnerabilities, and mitigation strategies. The status for each project is included.

Appendix D – LMSWG Membership List

Appendix E – Planning Process Support Documents

A binder containing this information is maintained at the Broward Emergency Management Division's office.

Appendix F – Resolutions

This appendix will contain the Resolution by the Broward County Board of County Commissioners adopting this Plan and all municipal resolutions supporting the ELMS Plan.

Appendix G – Discontinued ELMS Hazard Profiles

This appendix contains previous ELMS version Hazard Profiles that are no longer considered Hazards of Most Concern because of the 2017 Risk and Vulnerability Assessment Workshop.

Appendix H – Local Enhanced Plan and Mitigation Integration Summary

Appendix I – Critical Facilities

Appendix J – Hazards Summary Profile

Appendix K – Loss Estimation Tool

Appendix L – Grant Funding Sources Table

Appendix M – All Hazards Survey



City of Dania Beach Finance Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: A Resolution adopting an updated Investment Policy acknowledging changes to Florida Statutes Section 218.415

Request:

The Finance Department requests approval of a Resolution adopting an updated Investment Policy acknowledging changes to Florida Statutes Section 218.415.

Background:

The City's Investment Policy was last updated in 2022. Since then, Florida House Bill 3 was signed into law by Florida Governor Ron DeSantis, which law amends Florida Statutes Section 218.415, defining the term "pecuniary factor", requiring units of local government to make investment decisions based solely on pecuniary factors.

Pecuniary factors are those expected to have a material effect on the risk and/or return of an investment based on appropriate investment horizons consistent with the plan's investment objectives and the funding policy. This excludes the consideration of the furtherance of social, political, or ideological interests when making investment decisions.

The Finance Department has discussed the matter with Public Trust Advisors, the City's investment portfolio manager, and determined that it is in the best interest of the City to amend its Policy to acknowledge the newly enacted law and ensure compliance with Florida Statutes Section 218.415, and the City Administration recommends adoption of the amended Policy.

Budgetary Impact

None.

Recommendation

Approve the Resolution adopting an updated Investment Policy acknowledging changes to Florida Statutes Section 218.415.

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY'S INVESTMENT POLICY, IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 218.415; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Section 218.415, all local governments must adopt a written investment plan (the "Policy") for any public funds in excess of the amounts needed for current expenses; and

WHEREAS, the last comprehensive update to the Policy was adopted on July 12, 2022; and

WHEREAS, in 2023, Florida House Bill 3 was signed into law by Florida Governor Ron DeSantis, which law amends Florida Statutes Section 218.415, defining the term "pecuniary factor", requiring units of local government to make investment decisions based solely on pecuniary factors; and

WHEREAS, it is in the best interest of the City to amend its Policy to acknowledge the newly enacted law and ensure compliance with Florida Statutes Section 218.415, and the City Administration recommends adoption of the amended Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the Investment Policy is hereby amended in accordance with updates Florida Statutes Section 218.415, a copy of which Policy is attached as Exhibit "A" and incorporated into this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on September 26, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach Investment Policy

Updated ~~July-October~~ 2023²



CITY COMMISSION

A.J. Ryan, IV, Mayor

Lori Lewellen, Vice Mayor

Joyce L. Davis, Commissioner

Tamara James, Commissioner

Marco Salvino Sr, Commissioner

CITY MANAGER

Ana M. Garcia, ICMA-CM

CHIEF FINANCIAL OFFICER

Frank L. DiPaolo, CPA

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ATTACHMENT: Glossary of Cash and Investment Management Terms

Investment Policy

City of Dania Beach

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of Dania Beach, Florida (hereinafter “City”). These policies are designed to safeguard the City’s funds, provide for the availability of operating and capital funds when needed, and promote an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City with the exception of the City’s three employee pension funds, all its deferred compensation plans and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues which have statutory investment requirements conflicting with this Investment Policy, and funds held by state agencies, are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of the City’s investment program is to ensure the safety of principal. Investment transactions shall seek to avoid capital losses, whether they are from securities defaults (credit risk) or erosion of market value (interest rate rise). To attain this objective, investments are limited to securities that are of very high quality and considered safe and conservative. Section XII of this policy specifies authorized investments and portfolio composition and establishes terms and conditions to ensure the safety of principal. Items to consider in this regard are:

Interest Rate Risk

The City will minimize the interest rate risk, which is the risk that the value of the securities in the investment portfolio will fall due to changes in interest rates, by:

- Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities prior to maturity.
- Investing short term designated operating funds in primarily short-term securities, money market mutual funds, or similar investment pools and limiting the weighted average maturity of the portfolio.
- Limiting the price sensitivity (duration) of the investments in the portfolio.

Credit Risk

The City will limit credit risk, which is the risk of loss due to default by the issuer, by:

- Limiting investments to investment-grade securities as rated by Moody’s, Standard & Poor’s, Fitch or other nationally recognized statistical rating organization (NRSRO) in the United States.
- Diversifying the investment portfolio to reduce the impact of potential losses from any one type of security, or an individual issuer or backer.

Maintenance of Liquidity

The City's investment portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity. By maintaining liquidity, the portfolio will inherently reinforce the safety of principal requirement. This is accomplished by structuring the investment program so that adequate liquidity in cash and cash equivalent investments is available to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the investment program should consist of liquidity investment strategies for short term and daily liquidity needs, and investment portfolios structured with securities with an active secondary or resale market. To facilitate this, the investment program may be partitioned into a Short-term strategy focusing on cash equivalent or other investments with maturities of less than one year, and a Long-term strategy focusing on higher yielding investment opportunities having maturities of greater than one year. Section X of this policy establishes specific maturity and liquidity requirements to meet this objective.

Return on Investment

The City's investment portfolio shall be designed with the objective of maximizing a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. The City shall maintain the level of investment of all idle bank balances as close to 100% as possible and shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. Return on investment is of tertiary importance compared to the safety and liquidity objectives described above. The core of investments shall be limited to relatively low risk securities as defined within this investment policy statement in anticipation of earning a fair return relative to the risk being assumed. The City may utilize an active or passive investment strategy within the overall investment program. Securities within a passively managed investment portfolio will generally be held until maturity and securities in actively managed portfolios may be sold prior to maturity. Securities within the investment program may be sold in accordance the investment program which include the following scenarios:

- A security with declining credit or a downgrade below the rating requirements stated later in this Policy may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield or target duration in the portfolio.
- Liquidity needs of the portfolio require that a security be sold.

Investment Decisions

The investment decisions for the City's investment program must be based solely on pecuniary factors and may not subordinate the interests of the beneficiaries of the investments to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. As used in this policy, "pecuniary factor" has the same meaning as defined in section 218.415(24)(a), Florida Statutes.

IV. DELEGATION OF AUTHORITY

No person may engage in an investment transaction except as authorized under the terms of this investment policy. The responsibility for providing oversight and direction in regard to the management of the investment program resides with the City's Chief Financial Officer (hereinafter "Director"). The Chief Financial Officer is also designated as the Investment Officer of the City and is responsible for investment decisions and activities, under the direction of the City Manager. The day-to-day administration of the cash management program is handled by the Finance Department staff.

The Director shall hold primary responsibility for assuring compliance with the City's Investment Policy. The

Director and City Manager at any time may reassign the designation of Investment Officer to another competent employee upon written notification. The Director and is authorized to make investments under this policy as required or appropriate. The City may employ an Investment Manager by written contract to assist in managing City funds. Such Investment Manager must be registered under the Investment Advisors Act of 1940. The Director will maintain written procedures consisting of a system of internal accounting and administrative controls to regulate the City's investment activities.

V. STANDARDS OF PRUDENCE

The "Prudent Person" standard shall be applied in the context of managing the overall investment program. The Director acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program. Employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Director shall maintain a system of internal controls and operational procedures with regard to the City's investment program and be made a part of the City's public funds management program. The internal controls should be designed to protect the City's assets and prevent the loss of funds which might arise from fraud, embezzlement, error, mismanagement, or misrepresentation by City employees or by third parties. The procedures should include at a minimum, reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures.

The Director shall assign competent staff, to maintain separation of duties within the Financial Services Department, to reconcile the City's general depositor account on a monthly basis by comparing the City's general ledger with the applicable bank statements. The reconciliation would reveal any difference in investment transaction recording and the actual movement of funds.

The Director shall assign competent accounting staff, to reconcile investments reflected in the custodial statements with the City's records. The reconciliation will be reviewed each month by the Director or designee.

When applicable, the City's Investment Manager shall also reconcile the custody statement with the statements for all assets under management by the Investment Manager.

Independent auditors as a normal part of the annual financial audit or any other audit initiated by the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

In accordance with § 218.415(14), Florida Statutes, the Director and appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Director shall establish and maintain a list of approved broker/dealers and financial institutions and provide them with a copy of this investment policy. The City or its Investment Manager, if any, will only buy and sell securities using broker/dealers registered with the Federal Reserve Bank of New York's list of "Primary Government Securities Dealers", approved non-primary securities dealers, or from banks and savings and loan associations (including their wholly owned subsidiaries or their parent companies' wholly owned subsidiaries established to provide institutional brokerage services) that are included on the list of "qualified public depositories" issued by the State of Florida. These entities must qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). No depository will operate without at least \$100 million in collateral or insurance coverage on the City's accounts. The Director or the Investment Manager, if any, will be responsible for operating within the guidelines of this policy and will be responsible for the selection of "Primary Government Securities Dealers".

All approved non-primary securities dealers must qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The City's Investment Manager will provide the Director a list of approved brokers annually or as requested. The selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser. For all transactions executed by the Director, the approved broker must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of trade settlement. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

In order to have an available source of funds to meet unexpected cash requirements, a minimum of the equivalent of two months of projected payroll and operating expenditures will be invested with cash or cash equivalents, or vehicles that provide daily liquidity. The City shall purchase only investments with an active secondary market, with the exception of non-negotiable Certificates of Deposit and other time and savings deposits.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Director or the Investment Manager has determined the approximate maturity date, issuer, type, and any other security characteristics based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers in writing on securities in question. Bids/offers will be held in confidence until the bid/offer deemed to best meet the investment objectives is determined and selected.

From time to time, various government agencies, municipalities and corporations announce the issue of new securities to the financial markets. Since all new issues bought in the primary market are sold at the same offering price by all members of the selling syndicate, the competitive bidding process offers no benefit. If the new, "To Be Announced" security meets the portfolio diversification and maturity requirements set forth in the Investment Policy, the City may, at the discretion of the Director, place the investment with the broker/dealer or financial institution that initiated the investment opportunity, provided that the broker/dealer or financial institution is on the approved list.

The broker/dealer or financial institution offering the most favorable yield for the specific security type with the desired maturity date will be selected. For all trades executed by the City, the broker/dealers and financial institutions to be solicited will be rotated from the approved list, although if one or more specific dealers or institutions have proven to be particularly competitive, they may be contacted for bids/offers on a more frequent basis. All bids/offers for a particular purchase or sale shall be documented and the winning bid clearly identified for auditing purposes.

If obtaining a bid/offer is not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- Bloomberg Information Systems,
- Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
- Daily market pricing provided by the City's custodian or their correspondent institutions.

The Director or the Investment Manager shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Director or the Investment Manager, competitive bidding would inhibit the selection process.

This method may only be used:

- When time constraints due to unusual circumstances preclude the use of the competitive bidding process
- When no active market exists for the issue being traded due to the age or depth of the issue
- When a security is unique to a single dealer, for example, a private placement

A competitive offer or bid request wherein only one offer or bid is received shall satisfy the requirements of competitive bidding of this policy and such transactions may be awarded in accordance with comparison to current market price method described above.

Overnight sweep repurchase agreements will not be bid but may be placed with the City's depository bank relating to the demand account for which the repurchase agreement was purchased.

For all transactions executed by the City, the Director is authorized to seek commission recapture services and to select the institution proposing the most responsive proposal resulting from contacting a minimum of three (3) qualified institutions. Transactions subject to commission recapture will be subject to normal purchasing procedures as stated in this section and with particular emphasis on following best execution practices.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the City's cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Director may sell the investment at the then-prevailing market price.

The City shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Director. The percentage allocation requirements for investment types and issuers are calculated based on the market value of each investment. Due to fluctuations in the aggregate invested balance, these maximum percentages may be exceeded from time to time and shall not require liquidation to realign the portfolio. However, consideration should be given to this matter when future purchases are made.

The maximum percentage allocation requirements and any minimum credit ratings requirements shall apply at the time the investment is made. Should the credit rating of a security owned by the City be downgraded to a level below that required by this Investment Policy, the City will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain a downgraded security, it will be closely monitored by the City and reported on a quarterly basis to the Director. Investments not listed in this policy are prohibited.

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City and Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Cash and Cash Equivalents	N/A	NA	100%	N/A
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies	N/A	5 Years	50%	N/A
Federal Instrumentalities (United States Government Sponsored Enterprises "GSE")*	N/A	5 Years	75%	40%
Interest Bearing Time Deposit or Savings Accounts	N/A	1 Year	20%	10%
Repurchase Agreements**	N/A	90 Days	25%	10%
Registered Investment Companies (Money Market Mutual Funds)	AAAm (or equivalent)	N/A	20%	10%
Intergovernmental Investment Pools (Stable Net Asset Value)	AAAm (or equivalent)	N/A	40%	N/A
Intergovernmental Investment Pools (Floating Net Asset Value)	AAAf (or equivalent)	N/A	40%	N/A
Florida PRIME Fund	AAAm	NA	25%	N/A
Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Mortgage Backed Securities "MBS"*	AA	5 Years	20%	15%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs****	5 Years	30%	5%
Commercial Paper***	A-1 by S&P and P-1 by Moody's	270 Days	20%	5%
Corporate Notes***	Single "A" category by any NRSROs****	5 Years	25%	5%
Asset-Backed Securities (ABS)***	Double "A" category by any two NRSROs****	5 Years	20%	5%

*The combined maximum amount of available funds invested in Federal Instrumentalities and mortgage-backed securities will not exceed seventy five percent (75%).

**Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement.

***The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed forty percent (40%).

****National Recognized Statistical Rating Organization (NRSRO).

The following sectors (A-J) may be purchased by the City's Director or by the City's Investment Manager.

A. Cash and Cash Equivalents

1. Purchase Authorization

The Director and Investment Manager may invest in cash and cash equivalent investments that provide daily and short term liquidity:

2. Portfolio Composition

A maximum of 100% of the portfolio market value may be invested in the cash and cash equivalent investments.

B. United States Government Securities

1. Purchase Authorization

The Director and Investment Manager may invest in negotiable, full faith and credit, direct obligations of the United States Government. Such securities will include:

Cash Management Bills
Treasury Securities – State and Local Government Series ("SLGS")
Treasury Bills
Treasury Bonds
Treasury Notes
Treasury Strips
Treasury TIPS

2. Portfolio Composition

A maximum of 100% of the portfolio market value may be invested in the United States Government Securities.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of trade settlement

C. United States Government Agencies

1. Purchase Authorization

The Director and Investment Manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government and have an active secondary market. Such securities will include:

United States Export – Import Bank

-Direct obligations or fully guaranteed certificates of beneficial ownership
Federal Housing Administration
Government National Mortgage Association (GNMA)
Small Business Administration
United States Department of Housing and Urban Development

2. Portfolio Composition

A maximum of 50% of the portfolio market value may be invested in United States Government agencies.

3. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

D. Federal Instrumentalities (United States Government Sponsored Enterprises)

1. Purchase Authorization

The Director and Investment Manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which do not carry the full faith and credit of the U.S. Government limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs)

2. Portfolio Composition

A maximum of 75% of the portfolio market value may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers

A maximum of 40% of the portfolio market value may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of trade settlement

E. Interest Bearing Certificates of Deposit, Demand Deposit Accounts, Saving Accounts, NOW Checking Accounts or Money Market Accounts

1. Purchase Authorization

The Director and Investment Manager may deposit public funds in non-negotiable interest bearing certificates of deposit, (including through the Certificate of Deposit Account Registry Service, or CDARS), demand deposit accounts, savings accounts, NOW checking accounts and money market accounts in banks organized under the laws of this state and/or in national banks

organized under the laws of the United States and doing business and situated in the State of Florida, provided that such banks are Qualified Public Depositories (QPDs) and any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. QPDs are confirmed by the Florida Chief Financial Officer and the Florida Department of Financial Services and the list of current QPDs can be obtained at <https://www.myfloridacfo.com/division/treasury/collateral-management>

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be invested in non-negotiable interest bearing deposits secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, as described herein.

3. Limits on Individual Issuers

A maximum of 10% of the portfolio market value may be deposited with any one financial institution, except for deposits with the City's primary treasury depository institution or deposits in the CDARS program.

4. The maximum maturity on any deposit shall be no greater than one (1) year from the date of trade settlement.

F. Repurchase Agreements

1. Purchase Authorization

a. The Director and Investment Manager may enter into repurchase agreements composed of only those investments authorized in Section XII. B, C, and D. All financial institutions are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction. The agreement must specify that it is governed by the laws of the State of Florida, and it must be approved as to form and legal sufficiency by the City Attorney.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. Overnight repurchase agreement collateral for the City's "Sweep Accounts", if any, shall be held at the City's custodial or safekeeping institution. A clearly marked receipt that shows evidence of ownership must be supplied to the Director and retained for all repurchase agreements that are not overnight sweep accounts.

c. Securities authorized for collateral must have maturities under ten (10) years and have market value for the principal and accrued interest equal to at least 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Director.

2. Portfolio Composition

A maximum of 25% of the portfolio market value may be invested in repurchase agreements.

3. Limits on Individual Issuers

A maximum of 10% of the portfolio market value may be included in a repurchase agreement with any one institution.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. Registered Investment Companies (Money Market Mutual Funds)

1. Investment Authorization

The Director and Investment Manager may invest in shares in open-end and no-load money market mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. Must be rated in the highest tier by a nationally recognized rating agency and whose portfolios consist of only dollar denominated securities.

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 10% of the portfolio market value may be invested with any one money market fund.

H. Intergovernmental Investment Pool (Stable Net Asset Value)

1. Investment Authorization

The Director and Investment Manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives and share value can never be less than \$1. The stable net asset value intergovernmental investment pool must have a rating of AAAM or equivalent.

2. Portfolio Composition

A maximum of 40% of available funds may be invested in intergovernmental investment pools with a stable net asset value.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

I. Intergovernmental Investment Pool (Floating Net Asset Value)

1. Investment Authorization

The Director and Investment Manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes. The floating net asset value intergovernmental investment pool must have a rating of AA+ or equivalent.

2. Portfolio Composition

A maximum of 40% of available funds may be invested in intergovernmental investment pools with a floating net asset value.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

J. The Florida Local Government Surplus Funds Trust Fund (Florida Prime/SBA)

1. Investment Authorization

The Director may invest in the Florida Prime.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in the Florida Prime.

In addition to the permitted sectors defined in A-J, the City's Investment Manager may also purchase fixed income sectors K-O. The securities defined in K-O generally require additional resources offered by an Investment Manager.

K. Agency Mortgage-Backed Securities (MBS)

1. Purchase Authorization

The Investment Manager may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one MBS issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is five (5) years based on the weighted average life of the security.

The maturity of mortgage-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

L. Municipal Bonds

1. Investment Authorization

The Investment Manager may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds. Must be rated in the single A category by at least two NRSRO's.

2. Portfolio Composition

A maximum of 30% of the portfolio market value may be invested in obligations of state and local governments.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested in any one issuer.

4. The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

M. Commercial Paper

1. Purchase Authorization

The Investment Manager may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and minimum "A-1" by Standard & Poor's (highest tier commercial paper), with preference for those with backup lines of credit to support their commercial paper programs. These lines of credit are in place to guard against the unlikely event that the issuer is unable to redeem or rollover a maturing security.

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be directly invested in prime commercial paper. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

N. Corporate Notes

1. Investment Authorization

The Investment Manager may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States rated in the “A” category by Standard & Poor’s, or the equivalent by another rating agency at the time of purchase.

2. Portfolio Composition

A maximum of 25% of the portfolio market value may be invested in obligations of corporate notes. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested in any one issuer.

4. The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

O. Asset-Backed Securities (ABS)

1. Investment Authorization

The Investment Manager may invest in asset-backed securities (ABS) rated in the “AA” category by any two NRSRO’s at the time of purchase.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in ABS. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitation

A maximum length to maturity for an investment in any ABS is five (5) years from the date of trade settlement. The maturity of asset-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security’s description.

XIII. UNAUTHORIZED INVESTMENTS

Investments in any derivative products or the use of reverse repurchase agreements are prohibited. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. All other investments not specifically stated under “Allowable Investments” are prohibited.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio’s performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

1. For the short-term investment program (strategies with less than 12 months maturity), the S&P Rated GIP Index, or similar index, will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds.

Investment performance of funds designated as core funds and other funds that have a long-term (greater than 12 months average maturity) investment horizon, and are actively managed, will be compared to an appropriate index comprised having a duration and asset mix that approximates that of the portfolios. The index will be utilized as a benchmark to be compared to the portfolio’s total rate of return. Examples of an appropriate index include: the ICE BofAML Merrill Lynch 1-3 Year Government & Corporate AA Index and/or the ICE BofAML Merrill Lynch 1-5 Year Government & Corporate AA Index. The City will determine an appropriate benchmark based upon the characteristics of the longer-term core portfolio(s).

2. Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

XV. ACCOUNTING AND REPORTING

Investments will be carried at book value and marked to market value. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities may be amortized over the life of the securities. The City shall comply with Generally Accepted Accounting Principles (“GAAP”) and Government Accounting Standard Board (“GASB”) standards.

The Director shall prepare a Quarterly Investment Report which shall be presented to the City Manager and the City Commission. The quarterly investment report is available to the public upon request. Schedules in the quarterly report will include the following:

- A. Listing of investments by type, book value, and market value as of the report date as well as portfolio activity during the period.
- B. Weight, by percentage, of each security type within the portfolio.
- C. Investment balance at end of quarter.
- D. Income earned for the quarter and year-to-date.
- E. Comparison of quarterly and calendar year-to-date performance to authorized performance benchmarks.
- F. Weighted average maturity of the portfolio.

The Director shall report any occurrences of non-compliance with this policy in writing to the City Manager as soon as reasonably possible once he or she is aware of the occurrence.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits and overnight repurchase agreements (one business day), shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by, the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Director with safekeeping receipts that provide detail information on the securities held by the custodian. In addition, the custodian shall report at least quarterly, and the Director shall verify the reports. Settlement transactions between a broker/dealer and the custodian on behalf of the City that involve a settlement of investments purchased or sold by the Director or Investment Manager must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money, as appropriate, in hand on behalf of the City at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVII. MUNICIPAL ADVISOR RULE

Brokers and dealers who execute investment trades directly with the City of Dania Beach portfolio typically require a form to be signed stating they are not acting in a Municipal Advisor Role. The Director shall be authorized to sign these forms for the City's authorized broker/dealers.

XVIII. RISK AND DIVERSIFICATION

There are risks inherent in investing; however, every investment portfolio should include a specific diversification strategy to eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer or class of securities. The investments shall be diversified by:

- A. Limiting investments to avoid over-concentration in securities from a specific issuer or of a specific type.
- B. Staggering investment maturities to avoid undue concentration in a specific maturity sector.
- C. Limiting the duration (price sensitivity and maturity) of the investment portfolio.
- D. Investing in only high-grade securities with low credit risk.
- E. Maintaining a portion of the portfolio in readily available funds such as state investment pools, money market mutual funds, or overnight repurchase agreements.

XIX. INVESTMENT POLICY ADOPTION AND AMENDMENTS

This Investment Policy is official upon its adoption by the City Commission. The Director shall prepare any proposed amendments to the Investment Policy and submit them to the City Manager and the City Commission for review and approval.

GLOSSARY OF KEY INVESTMENT TERMS

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and sixth-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with reopenings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, has the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivative. A financial instrument whose value is based on or determined by another security, financial instrument or index.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Reopenings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include U.S Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration – a

measure of the weighted average term to maturity of the cash flows of a fixed income asset or portfolio, Modified Duration – a common gauge of the price sensitivity of a fixed income asset or portfolio to a change in interest rates).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts. Used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$100,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A Government Sponsored Enterprise (GS) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to

have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. top U.S. investors are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturities from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market Account. An investment vehicle that allows for the pooling and investing of funds in traditional money market instruments, typically U.S. Government Securities and Instrumentalities.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

National Association of Securities Dealers (NASD). Organization of brokers and dealers who trade securities in the United States, supervised by the SEC, and which provides regulatory exams for industry participants.

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

NOW Checking Account (Negotiable Order of Withdrawal account). Deposit account on which checks may be drawn that pays a higher interest rate than savings accounts.

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, Standard & Poor's, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Rating. An evaluation of credit quality of a company's debt issue. Investors and analysts use ratings to assess the risk characteristics of an investment. Ratings can also be an evaluation of a entity's creditworthiness or ability to repay, taking into consideration its estimated percentage default rate and political risk. The City may use the following rating agencies: Moody's, Standard and Poor's, and Fitch Investors Service.

AAA or Aaa rating – the best quality, reliable and stable; judged to be of the highest quality, with minimal credit risk.

AA or Aa rating – quality, a bit higher risk than AAA/Aaa; judged to be of high quality and are subject to very low credit risk.

A rating – considered upper-medium grade quality; subject to low credit risk.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actual sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with reopenings ranging \$1 - \$4 billion. The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Sallie Mae. See "Student Loan Marketing Association."

Savings Account. An interest bearing account offered by banks and financial institutions.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Student Loan Marketing Association (SLMA or "Sallie Mae"). One of the large Federal Agencies. A federally-chartered public corporation (GSE) created to provide liquidity and a secondary market for lenders for loans to students and educational institutions. In 1997, SLMA initiated a process of unwinding its status as a GSE; however, until the process is complete, all debt issued will be considered GSE debt until maturity. SLMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and education sector. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" program.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2,3,5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actual sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security

was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."



City of Dania Beach Parks & Recreation Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Eric Brown, Director of Parks and Recreation
Cassi Waren, CPRP, Deputy Director of Parks and Recreation

SUBJECT: Award of ITB 23-015 for Portable Toilet Rentals to John To Go, Inc.; authorizing the execution of an agreement with John To Go, Inc.; and providing for an effective date.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution of the City Commission of the City of Dania Beach, Florida, approving the award of city invitation to Bid No. 23-015 for Portable Toilet Rentals to John To Go, Inc.; authorizing execution of an agreement with John To Go, Inc.

Background:

The City published an Invitation to Bid, ITB No. 23-015 on July 25, 2023 for Portable Toilet Rentals. The ITB closed on August 14, 2023.

The City received one (1) response from John To Go, Inc. which was opened on August 14th at 1:00pm. The Procurement Administrator and evaluation committee have reviewed the bid response and found the bid to be responsive and recommends that the City Commission select the sole responder John To Go, Inc. as the most qualified and responsive proposer.

Budgetary Impact

The rental of portable toilets is currently budgeted in the Promotional Activities General Account No. 001-72-09-574-48-10.

Recommendation

It is recommended for the adoption of a resolution of the City Commission of the City of Dania Beach, Florida, approving the award of city invitation to Bid No. 23-015 for Portable Toilet Rentals to John To Go, Inc.; authorizing execution of an agreement with John To Go, Inc.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE AWARD OF CITY INVITATION TO BID NO. 23-015 FOR PORTABLE TOILET RENTALS TO JOHN TO GO, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOHN TO GO, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach desires to enter into a contract with a qualified vendor to provide portable toilet rentals on an as needed basis for various City special events; and

WHEREAS, the City published Invitation to Bid (ITB) No. 23-015 for Portable Toilet Rentals on July 25, 2023; and

WHEREAS, one response was received from John To Go, Inc., and was opened on August 14, 2023 at 1:00 p.m. and the Evaluation Committee, consisting of the Deputy Director of Parks and Recreation, the Special Events Manager, and the Parks and Recreation Superintendent, reviewed and evaluated the response; and

WHEREAS, the City Administration recommends that the City Commission select the sole responder, John To Go, Inc., for ITB No. 23-015 as the most qualified and responsive proposer and authorize the proper City officials to execute an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an agreement with John To Go, Inc., with pricing determined by the proposer’s Bid Form, a copy of which Agreement is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference.

Section 3. That funding is budgeted in the Special Events Division Promotional Activities Account No. 001-72-09-574-48-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Exhibit 'B' Bid Form
ITB 23-015 Portable Toilet Rental

Item	Quantity	UOM	Rate
Daily Rental of Standard Portable Toilet with Associated Supplies	1	EA	\$119.00
Weekly Rental of Standard Portable Toilet with Associated Supplies	1	EA	\$210.00
Monthly Rental of Standard Portable Toilet with Associated Supplies	1	EA	\$390.00
Daily Rental of ADA Compliant Portable Toilet with Associated Supplies	1	EA	\$159.00
Weekly Rental of ADA Compliant Portable Toilet with Associated Supplies	1	EA	\$280.00
Monthly Rental of ADA Compliant Portable Toilet with Associated Supplies	1	EA	\$440.00
Daily Rental of 15' Portable Restroom Trailer with Associated Supplies	1	EA	\$1,690.00
Weekly Rental of 15' Portable Restroom Trailer with associated supplies	1	EA	\$2,300.00
Monthly Rental of 15' Portable Restroom Trailer with associated supplies	1	EA	\$4,800.00
Daily Rental of 18' Portable Restroom Trailer with associated supplies	1	EA	\$1,990.00
Weekly Rental of 18' Portable Restroom Trailer with associated supplies	1	EA	\$2,600.00
Monthly Rental of 18' Portable Restroom Trailer with associated supplies	1	EA	\$5,400.00
Daily Rental of 24' Portable Restroom Trailer with associated supplies	1	EA	\$2,400.00
Weekly Rental of 24' Portable Restroom Trailer with associated supplies	1	EA	\$3,200.00
Monthly Rental of 24' Portable Restroom Trailer with associated supplies	1	EA	\$6,200.00
Daily Rental of Portable Sink with associated supplies	1	EA	\$119.00
Weekly Rental of Portable Sink with associated supplies	1	EA	\$210.00
Monthly Rental of Portable sink with associated supplies	1	EA	\$390.00
Daily Rental of Water Tank for Trailer with associated supplies	1	EA	\$125.00

Weekly Rental of Water Tank for Trailer with associated supplies	1	EA	\$325.00
Monthly Rental of Water Tank for Trailer with associated supplies	1	EA	\$825.00
Addition On-Site Pump-out Services for Standard or ADA Toilets	1	EA	\$35.00
Additional On-Site Pump-out Services for Portable Restroom Trailers	1	EA	\$250.00
Service Attendant to service Portable Toilets or Restroom Trailers	1	EA	\$350.00



City of Dania Beach Parks & Recreation Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Eric Brown, Director of Parks and Recreation; Cassi Waren, CPRP, Deputy Director of Parks and Recreation

SUBJECT: Award of ITB 23-016 for Event Equipment Rental to Fiesta Carousel, Inc. and Sunshine Tents and Events Rental; authorizing the execution of an agreement with Fiesta Carousel, Inc. and Sunshine Tents and Events Rental

Request:

The Parks and Recreation Department is requesting the adoption of a resolution of the City Commission approving the award of City Invitation To Bid No. 23-016 for Event Equipment Rental to Fiesta Carousel, Inc. and Sunshine Tents and Events Rental, LLC, which may exceed an annual vendor threshold total amount of fifty thousand dollars (\$50,000.00); authorizing execution of an agreement with both vendors.

Background:

The City published an Invitation to Bid, ITB No. 23-016 on July 24, 2023 for Event Equipment Rental. The ITB closed on August 14, 2023.

The City received two (2) responses from Fiesta Carousel, Inc. and Sunshine Tents and Events Rental which were opened on August 14th at 1:00pm. The Procurement Administrator and evaluation committee have reviewed the bid responses and found both bids to be responsive and recommends that the City Commission select both responders, Fiesta Carousel, Inc. and Sunshine Tents and Events Rental as the most qualified and responsive proposers.

Budgetary Impact

The rental of portable toilets is currently budgeted in the Promotional Activities General Account No. 001-72-09-574-48-10.

Recommendation

It is recommended for the adoption of a resolution of the City Commission approving the award of City Invitation To Bid No. 23-016 for Event Equipment Rental to Fiesta Carousel, Inc. and Sunshine Tents and Events Rental, LLC, which may exceed an annual vendor threshold total amount of fifty thousand dollars (\$50,000.00); authorizing execution of an agreement with both vendors.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE AWARD OF CITY INVITATION TO BID NO. 23-016 FOR EVENT EQUIPMENT RENTAL TO FIESTA CAROUSEL, INC. AND SUNSHINE TENTS AND EVENTS RENTAL, LLC, WHICH MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING EXECUTION OF AN AGREEMENT WITH BOTH VENDORS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold or limitation at \$50,000.00; and

WHEREAS, the City of Dania Beach desires to enter into a contract with two qualified vendors to provide event equipment rental on an as needed basis for various City special events; and

WHEREAS, the City published Invitation to Bid (ITB) No. 23-016 for Event Equipment Rental on July 24, 2023 and the City received two responses from Fiesta Carousel, Inc. and Sunshine Tents and Events Rental (the “Vendors”); and

WHEREAS, the responses were opened on August 14, 2023 at 1:00 p.m. and the Evaluation Committee, consisting of the Deputy Director of Parks and Recreation, the Special Events Manager, and the Parks and Recreation Superintendent, reviewed and evaluated the responses; and

WHEREAS, the City Administration recommends that the City Commission select both of the Vendors for ITB No. 23-016 as the most qualified and responsive proposers and authorize the proper City officials to execute agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute agreements with the Vendors, a copy of which Agreements are attached as Exhibit “A” and Exhibit “B” and made a part of and incorporated into this Resolution by this reference, with pricing determined by the Bid Forms.

Section 3. That funding is budgeted in the Special Events Division Promotional Activities Account No. 001-72-09-574-48-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 20__, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Sunshine Tents & Event Rentals LLC, ("Contractor") a Florida limited liability company with a mailing address of 2322 SW 58th Terrace, West Park, Florida 33023, for services related to City Invitation to Bid ("ITB") No. 23-016 entitled, "Event Equipment Rental".

W I T N E S S E T H:

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

ARTICLE 1 **PREMABLE**

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

1.1 On **July 24, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a CONTRACTOR to provide **Event Equipment Rental Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB NO. 23-016 **"EVENT EQUIPMENT RENTAL"**

1.2 On **August 14, 2023**, the bids were opened at Dania Beach City Hall, 100 Dania Beach Boulevard, Northwest Conference Room.

1.3 On the 26th day of September 2023, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide the services for event equipment rental, as more particularly described in **Exhibit "B"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the Bid, "**Event Equipment Rental**", attached

hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on October 1, 2023 and terminating on September 30, 2026.

3.2 Termination of Agreement for Convenience. It is expressly understood and agreed that the City may terminate this Agreement at any time for any reason or no reason at all by giving the CONTRACTOR notice by certified mail, return receipt requested, directed to the principal office of the CONTRACTOR, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the CONTRACTOR shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by City after conferring with CONTRACTOR.

3.3 Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide CONTRACTOR twenty (20) days' advance written notice to the CONTRACTOR. If CONTRACTOR promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay CONTRACTOR for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines

that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

Payment for Services. City agrees to pay CONTRACTOR a fee or fees as determined based upon the scope of work identified by the City to provide services related to the specified project. There will be a not-to-exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the term of this Agreement. No travel and meal costs will be reimbursable. Prior to seeking any services outside of CONTRACTOR's scope and pricing as identified in Exhibit "A", as "Costs not included with proposal", CONTRACTOR shall adhere to the foregoing:

4.1. Any necessary additional work, as determined by City, which is not covered by the scope of service, shall not be undertaken without a written amendment to authorizing a Work Order executed by both parties in advance of any new or additional work.

4.2. CONTRACTOR shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. The City shall pay CONTRACTOR monthly for services rendered within thirty (30) calendar days from date of approval of each of CONTRACTOR's invoices by the City Manager, up to the maximum amount of the proposal contained in Exhibit A. If any errors or omissions are discovered in any invoice, City will inform CONTRACTOR and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

The CONTRACTOR shall, in addition to any other obligation, to indemnify the Owner and to the fullest extent permitted by law, indemnify and hold harmless the Owner, including its employees from and against claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged negligent act, error or omission of the CONTRACTOR or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

6.2 violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by CONTRACTOR or its subcontractors in the performance of the work;

6.3 liens, claims, actions made by the CONTRACTOR or its subcontractors or other party performing the work;

6.4 claims related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the Owner.

6.5 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

7.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

7.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

7.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

7.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.6 **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

7.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

7.8 **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

- A) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

7.9 **SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :**

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

7.10 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

7.11 **SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**

- a) "The City of Dania Beach" is added as a named "Additional Insured";
- b) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- c) Waiver of Subrogation.

7.12 **Proof of Insurance:** The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

7.12.1 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Intent to Award”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

7.12.2 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers’ Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR’s Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

GOVERNING LAW, VENUE, FEES

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

9.2 All claims, counterclaims, disputes and other matters in question between City and CONTRACTOR arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

9.3 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

9.4 Operations During Dispute. In the event that a dispute, if any, arises between the City and the CONTRACTOR relating to this Agreement, or its performance or compensation, the CONTRACTOR agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

ARTICLE 10

PUBLIC RECORDS

10.1 CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The CONTRACTOR shall also maintain the financial information and data used by the CONTRACTOR in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and CONTRACTOR acknowledges that such laws have possible application and agrees to comply with all such laws.

10.2 Upon request from the City custodian of public records, CONTRACTOR shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

10.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.5 Any compensation due to CONTRACTOR shall be withheld until all records are received as provided in this Agreement.

10.6 CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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 CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	ELORA RIERA, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004

Telephone number:	954-924-9800, Ext. 3623
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Email:	eriera@daniabeachfl.gov
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ARTICLE 11
NOTICES

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Sunshine Tents & Event Rentals, LLC
2322 SW 58th Terrace
West Park, Florida 33023

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 13
E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- (ii) All persons (including sub vendors/consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Dania Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Dania Beach; and
- (iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14

SOVEREIGN IMMUNITY

14.1 CONTRACTOR acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONTRACTOR against the CONTRACTOR other than claims arising out of this Agreement. Specifically, the CONTRACTOR acknowledges that it cannot and will not assert any claims against the CONTRACTOR, unless the claim is based upon a breach by the CONTRACTOR of this Agreement. Further, the CONTRACTOR recognizes the CONTRACTOR is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the CONTRACTOR's exercise of that regulatory authority. In addition, the CONTRACTOR retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The CONTRACTOR acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CONTRACTOR of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONTRACTOR. All obligations of the CONTRACTOR are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Consultants, agents, or any CONTRACTOR employee; and

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CONTRACTOR and the CITY.

ARTICLE 15

MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.2 **Records.** he Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Consultant agrees that Consultant, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Consultant at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at Consultant's option Consultant shall pay Consultant for travel, per diem, and other costs incurred by Consultant to examine, audit, excerpt, copy or transcribe such material at such other location. Consultant shall make a reasonable effort to maintain the confidentiality of such audit report(s).

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

15.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

15.13 **Safety.** The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

The CONTRACTOR certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15.14 **Warranty.** The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2023

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
Sunshine Tents & Event Rentals, LLC
a Florida limited liability company

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2023, by _____,
as _____ of Sunshine Tents & Event Rentals, LLC, a Florida limited
liability company. He/She is personally known to me or has produced _____
_____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

CITY OF DANIA BEACH, FLORIDA



EVENT EQUIPMENT RENTAL

CITY INVITATION TO BID (“ITB.”) NO. 23-016

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JULY, 2023

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“EVENT EQUIPMENT RENTAL”
ITB 23-016**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“EVENT EQUIPMENT RENTAL, ITB 23-016”**.

Bids will be accepted on DemandStar until August 14, 2023 at 1:00 PM. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A pre-bid conference will not be held.

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City’s designated electronic bidding system. All bid document files must be clearly labeled **“EVENT EQUIPMENT RENTAL, ITB 23-016”**.

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using Zoom meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting.

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: July 26, 2023

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for **“EVENT EQUIPMENT RENTAL, ITB 23-016”**. The City is seeking a qualified individuals or firms to provide special event equipment on an as needed basis for City-hosted special events and festivals throughout the year. The City is seeking a cost per hour for rental items which include but are not limited to: Tents, Tables, Linen, Chairs, Lighting, Fencing, Bars, Fans, Pipe and Drape, Portable Stage Units and other equipment as outlined in Exhibit B.

The Contractor shall be required to furnish and fully install and set-up the special events equipment listed in Exhibit B in a timely manner with the adequate amount of personnel to complete the set-up at the time required by the City. The Contractor shall also ensure that no person that has been convicted of a felony is assigned to a City sponsored event.

The selected vendors will inspect all equipment for compliance prior to the event start. Any equipment found to be in non-working or otherwise unacceptable condition shall be replaced. Any unacceptable equipment **MUST** be replaced in a timely manner before event start.

Contractor shall work with assigned City Staff to coordinate the delivery, set-up, tear-down and pick-up of the special events equipment.

The City will try its best to give a minimum lead time of seven (7) calendar days to the Contractor(s) prior to the desired scheduled starting date for any specific assignment and event. When possible, longer lead times shall be given to the Contractor(s). Services will be required on weekdays, weekends and holidays.

Tents and Canopies: All tents and canopies shall be clean and in good condition, free of stains, rips and worn areas. Tents must include tent flags. All tents and canopies must meet all applicable permitting requirements.

Tables and Chairs: All tables and chairs shall be clean, sturdy and in good condition.

All Other Items: All other equipment that may be rented under this Contract shall be supplied in clean, presentable and working condition, and with any supplies and accessories necessary for proper operation of the item. Company shall verify audio/visual equipment for any required compatibility with City systems at the time of Event Order placement.

1.1.2 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.3 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties

attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.4 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.5 Applicants should include the following items in the submitted Bid:

Letter of Transmittal;

- a. Anticipated time line to begin delivery of services;
- b. A breakdown of the costs for the delivery of services described above.
- c. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit "A", "Bidder Qualifications"; it is made a part of and is incorporated into the ITB by this reference) and it includes the following information:
 - 1) Name of each entity for which the work was performed;
 - 2) Brief description of the scope of work;
 - 3) Amount of initial contract award; and
 - 4) Name of contact person and contact information with the entity who can knowledgeably discuss your company's performance.
- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.
- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 3 - CAUSES FOR REJECTION OF A BID

3.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

3.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

3.3 The Bidder shall complete the “**Bid Form**”, which is attached as Exhibit “B”; it is made a part of and is incorporated into the ITB by this reference.

SECTION 4 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

4.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City (and its Consultant, if applicable) to procurement@daniabeachfl.gov by 5:00 P.M. on August 7, 2023. Questions received after this time will not be addressed.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 **Bidders shall use the Bid Document Forms furnished in the ITB.** Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 Insurance Coverage: Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 Purpose: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work. The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder’s Questionnaire form which is attached as Exhibit “E”; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

5.5 Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City’s request.

5.6 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict

with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida 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 a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - BID SECURITY

9.1 Bid Security: N/A

SECTION 10 - PROTECTION OF PROPERTY

10.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.

10.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 11 – SITE RESTORATION

Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the City. Site restoration shall be done in a timely manner.

SECTION 12 - INSTRUCTIONS TO BIDDERS

12.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

12.2 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be

retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

SECTION 16 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 17 - PUBLIC RECORDS

17.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

17.2 Contractor's Obligations: Bidders should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

17.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

17.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder's possession or control in connection with Bidder's performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. The records should be maintained for at least five years after completion of work. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

17.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

17.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

17.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:

Elora Riera, City Clerk

Mailing Address:

100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number:

954-924-6800, Ext. 3623

Email:

eriera@daniabeachfl.gov

SECTION 18 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 19 - QUALIFICATION OF BIDDERS

19.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

19.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

19.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

19.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

19.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 20 - CONTRACTOR'S RELATION TO THE CITY- INDEPENDENT

CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 21 - EMPLOYEES OF THE CONTRACTOR

21.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

21.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to

- the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
 - d. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

SECTION 24 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 25 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of

- them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 - c. liens, claims, actions made by the Contractor or other party performing the work; and
 - d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

26.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 27 - INSURANCE REQUIREMENTS

27.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

27.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

27.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

27.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

27.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

27.6 WORKERS’ COMPENSATION INSURANCE must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

27.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers’ Liability Limits Part B.

27.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

27.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

27.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

27.11 SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

27.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid at submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

27.12.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

27.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 28 – SAFETY

28.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

28.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 29 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit. The warranty shall be for one year after completion of the work.

SECTION 30 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 31 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested

services in the ITB.

SECTION 32 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Parks and Recreation Department
Attn: Eric Brown
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 33-PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 34 - BID PROTEST PROCEDURE

34.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of

Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

34.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

34.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

34.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 35 - LITIGATION

35.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

35.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

35.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

35.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 36 - CONTRACT AWARD AND EXECUTION

36.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

36.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

36.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

36.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. The contract term shall be for a period of three (3) years.

If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the

Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 37 – CONE OF SILENCE

37.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for

administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 23-016

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

2. Specify type of entity Check One: Corporation () Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business in Florida: _____ years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date
Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes No If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes No If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.
18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.
19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes No If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes

No

If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes

No

If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes

No

If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

ITB 23-016

“EVENT EQUIPMENT RENTAL”

Bid Form is posted on City Webpage and DemandStar

EXHIBIT “C”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____
8. How many employees (Contractors only) will be assigned to perform the services? _____
9. How many supervisors will be assigned to perform the services? _____

10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
- If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?
- _____
- _____
- _____
- _____

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "D"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 23-016.

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)
its business address is: _____

Federal Identification Number
(FEIN) is:

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):
- _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name
first appears above)

Date

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by
_____, as _____ of
_____, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☐ has produced
_____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT "E"

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: **EVENT EQUIPMENT RENTAL**
 City's Invitation to Bid No.: 23-016

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title

_____, 20____.

Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “F”
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

EXHIBIT F – (CONTINUED)

Title

Date

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “G”

REFERENCES

Bidder shall provide a minimum of three references for which the bidder has provided services within the past five (5) years.

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT “H”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “I”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "I"

**CERTIFICATION TO ACCURACY OF BID
(continued)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “J”

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

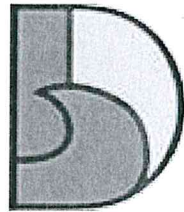
(Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

CITY OF DANIA BEACH, FLORIDA



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

EVENT EQUIPMENT RENTAL

CITY INVITATION TO BID ("ITB.") NO. 23-016

ADDENDUM 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 8, 2023

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“EVENT EQUIPMENT RENTAL”**

**ITB 23-016
ADDENDUM 1**

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. The following items are added to the Bid Form, Exhibit ‘B’:

- Daily Rental of 8’x 12’x2’ Portable riser pieces with fixed height stairs
- Daily Rental of 8’x 12’x4’ Portable riser pieces with adjustable height stairs
- Daily Rental of 12’x 12’x2’ Portable riser pieces with fixed height stairs
- Daily Rental of 12’x 12’x4’ Portable riser pieces with adjustable height stairs
- Daily Rental of 16’x 16’x4’ Portable riser pieces with adjustable height stairs
- Daily Rental of 20’x 20’x4’ Portable riser pieces with adjustable height stairs
- Fixed Height Stairs for stages 2’ high
- Adjustable height stairway
- Stage Skirt
- Universal guard rails
- ADA Compliant disability ramp



Exhibit 'B' Bid Form
ITB 23-016 Event Equipment Rental

ITEM	QTY	UOM	RATE
Frame Tent, 10' X 6' with Side Walls	1	EA	250.00
Frame Tent, 10' X 6' without Side Walls	1	EA	150.00
Frame Tent, 10' X 10' with Side Walls	1	EA	250.00
Frame Tent, 10' X 10' without Side Walls	1	EA	150.00
Frame Tent, 10' X 20' with Side Walls	1	EA	400.00
Frame Tent, 10' X 20' without Side Walls	1	EA	250.00
Frame Tent, 20' X 20' with Side Walls	1	EA	500.00
Frame Tent, 20' X 20' without Side Walls	1	EA	300.00
Frame Tent, 20' X 30' with Side Walls	1	EA	700.00
Frame Tent, 20' X 30' without Side Walls	1	EA	450.00
Frame Tent, 20' X 40' with Side Walls	1	EA	900.00
Frame Tent, 20' X 40' without Side Walls	1	EA	600.00
Frame Tent, 30' X 60' with Side Walls	1	EA	1800.00
Frame Tent, 30' X 60' without Side Walls	1	EA	1350.00
Frame Tent, 40' X 50' with Side Walls	1	EA	1950.00
Frame Tent, 40' X 50' without Side Walls	1	EA	1500.00
Frame Tent, 40' X 60' with Side Walls	1	EA	2300.00
Frame Tent, 40' X 60' without Side Walls	1	EA	1800.00
Frame Tent, 40' X 80' with Side Walls	1	EA	3000.00
Frame Tent, 40' X 80' without Side Walls	1	EA	2400.00
Addition of String Lights/Deco Lighting for Tents	1	EA	75.00
Addition of Decorative Tent Fence Panels	1	EA	25.00
Addition of Portable Flooring/Carpeting for Tents	1	EA	1.50 per sq ft
Table, Rectangular, 48" X 30"	1	EA	10.00
Table, Rectangular, 72 X 30	1	EA	12.00

Table, Rectangular, 96" X 30"	1	EA	15.00
Table, Round, 30" X 30" Cocktail	1	EA	15.00
Table, Round, 36" X 30"	1	EA	15.00
Table, Round, 48" X 30"	1	EA	10.00
Table, Round, 60" X 30"	1	EA	12.00
Table, Round, 72" X 30"	1	EA	15.00
Linen for 48" X 30" Rectangular Table	1	EA	12.00
Linen for 72" X 30" Rectangular Table	1	EA	12.00
Linen for 96" X 30" Rectangular Table	1	EA	12.00
Linen for 30" Round Cocktail Table	1	EA	14.00
Linen for 36" Round Table	1	EA	14.00
Linen for 48" Round Table	1	EA	14.00
Linen for 60" Round Table	1	EA	14.00
Linen for 72" Round Table	1	EA	16.00
Folding Chair	1	EA	2.00
Stacking Chair	1	EA	10.00
Padded Chair	1	EA	4.00
Portable Air Conditioning Unit 5 Ton	1	EA	750.00
Hanging Fan	1	EA	75.00
Standing Fan	1	EA	50.00
Portable Bar	1	EA	150.00
10' x 14' Pipe and Drape (12')	1	EA	150.00
Red Carpet 3 X 20	1	EA	150.00
Daily Rental of 8'x 12'x2' Portable riser pieces with fixed height stairs	1	EA	450.00
Daily Rental of 8'x 12'x4' Portable riser pieces with adjustable height stairs	1	EA	450.00
Daily Rental of 12'x 12'x2' Portable riser pieces with fixed height stairs	1	EA	675.00
Daily Rental of 12'x 12'x4' Portable riser pieces with adjustable height stairs	1	EA	675.00
Daily Rental of 16'x 16'x4' Portable riser pieces with adjustable height stairs	1	EA	1200.00
Daily Rental of 20'x 20'x4' Portable riser pieces with adjustable height stairs	1	EA	1875.00
Fixed Height Stairs for stages 2' high	1	EA	50.00
Adjustable height stairway	1	EA	50.00
Stage Skirt	1	EA	\$2.00 per ft

Universal guard rails	1	EA	25.00
ADA Compliant disability ramp	1	EA	1000.00
Additional delivery, set-up, tear-down and pick-up fees	1	EA	250.00
Holiday Rates for delivery, set-up, tear-down and pick-up	1	EA	500.00
Weekend Rates for delivery, set-up, tear-down and pick-up	1	EA	500.00
After Business Hours Rates for delivery, set-up, tear-down and pick-up	1	EA	750.00
Permit Filing Fee	1	EA	750.00

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 20__, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Fiesta Carousel, Inc., ("Contractor") a Florida corporation with a mailing address of 991 W. 22nd Street, Hialeah, Florida 33010, for services related to City Invitation to Bid ("ITB") No. 23-016 entitled, "Event Equipment Rental".

W I T N E S S E T H:

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

ARTICLE 1 **PREMABLE**

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

1.1 On **July 24, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a CONTRACTOR to provide **Event Equipment Rental Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB NO. 23-016 **"EVENT EQUIPMENT RENTAL"**

1.2 On **August 14, 2023**, the bids were opened at Dania Beach City Hall, 100 Dania Beach Boulevard, Northwest Conference Room.

1.3 On the 26th day of September 2023, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide the services for event equipment rental, as more particularly described in **Exhibit "B"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the Bid, "**Event Equipment Rental**", attached

hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3 **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for three (3) years, commencing on October 1, 2023 and terminating on September 30, 2026.

3.2 Termination of Agreement for Convenience. It is expressly understood and agreed that the City may terminate this Agreement at any time for any reason or no reason at all by giving the CONTRACTOR notice by certified mail, return receipt requested, directed to the principal office of the CONTRACTOR, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the CONTRACTOR shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by City after conferring with CONTRACTOR.

3.3 Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide CONTRACTOR twenty (20) days' advance written notice to the CONTRACTOR. If CONTRACTOR promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay CONTRACTOR for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines

that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

Payment for Services. City agrees to pay CONTRACTOR a fee or fees as determined based upon the scope of work identified by the City to provide services related to the specified project. There will be a not-to-exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the term of this Agreement. No travel and meal costs will be reimbursable. Prior to seeking any services outside of CONTRACTOR's scope and pricing as identified in Exhibit "A", as "Costs not included with proposal", CONTRACTOR shall adhere to the foregoing:

4.1. Any necessary additional work, as determined by City, which is not covered by the scope of service, shall not be undertaken without a written amendment to authorizing a Work Order executed by both parties in advance of any new or additional work.

4.2. CONTRACTOR shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. The City shall pay CONTRACTOR monthly for services rendered within thirty (30) calendar days from date of approval of each of CONTRACTOR's invoices by the City Manager, up to the maximum amount of the proposal contained in Exhibit A. If any errors or omissions are discovered in any invoice, City will inform CONTRACTOR and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

The CONTRACTOR shall, in addition to any other obligation, to indemnify the Owner and to the fullest extent permitted by law, indemnify and hold harmless the Owner, including its employees from and against claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged negligent act, error or omission of the CONTRACTOR or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

6.2 violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by CONTRACTOR or its subcontractors in the performance of the work;

6.3 liens, claims, actions made by the CONTRACTOR or its subcontractors or other party performing the work;

6.4 claims related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the Owner.

6.5 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

7.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

7.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

7.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

7.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.6 **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

7.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

7.8 **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

- A) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

7.9 **SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :**

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

7.10 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

7.11 **SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**

- a) "The City of Dania Beach" is added as a named "Additional Insured";
- b) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- c) Waiver of Subrogation.

7.12 **Proof of Insurance:** The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

7.12.1 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Intent to Award”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

7.12.2 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers’ Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR’s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR’s Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

GOVERNING LAW, VENUE, FEES

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

9.2 All claims, counterclaims, disputes and other matters in question between City and CONTRACTOR arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

9.3 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

9.4 Operations During Dispute. In the event that a dispute, if any, arises between the City and the CONTRACTOR relating to this Agreement, or its performance or compensation, the CONTRACTOR agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

ARTICLE 10

PUBLIC RECORDS

10.1 CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The CONTRACTOR shall also maintain the financial information and data used by the CONTRACTOR in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and CONTRACTOR acknowledges that such laws have possible application and agrees to comply with all such laws.

10.2 Upon request from the City custodian of public records, CONTRACTOR shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

10.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.5 Any compensation due to CONTRACTOR shall be withheld until all records are received as provided in this Agreement.

10.6 CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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 CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	ELORA RIERA, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004

Telephone number:	954-924-9800, Ext. 3623
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Email:	eriera@daniabeachfl.gov
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ARTICLE 11
NOTICES

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Fiesta Carousel, Inc.
991 W. 22nd Street
Hialeah, Florida 33010

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 13
E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- (ii) All persons (including sub vendors/consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Dania Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Dania Beach; and
- (iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14

SOVEREIGN IMMUNITY

14.1 CONTRACTOR acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by CONTRACTOR against the CONTRACTOR other than claims arising out of this Agreement. Specifically, the CONTRACTOR acknowledges that it cannot and will not assert any claims against the CONTRACTOR, unless the claim is based upon a breach by the CONTRACTOR of this Agreement. Further, the CONTRACTOR recognizes the CONTRACTOR is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the CONTRACTOR's exercise of that regulatory authority. In addition, the CONTRACTOR retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The CONTRACTOR acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CONTRACTOR of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONTRACTOR. All obligations of the CONTRACTOR are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Consultants, agents, or any CONTRACTOR employee; and

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CONTRACTOR and the CITY.

ARTICLE 15

MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.2 **Records.** he Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Consultant agrees that Consultant, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Consultant at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at Consultant's option Consultant shall pay Consultant for travel, per diem, and other costs incurred by Consultant to examine, audit, excerpt, copy or transcribe such material at such other location. Consultant shall make a reasonable effort to maintain the confidentiality of such audit report(s).

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

15.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

15.13 **Safety.** The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

The CONTRACTOR certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15.14 **Warranty.** The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2023

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
Fiesta Carousel, Inc.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2023, by _____,
as _____ of Fiesta Carousel, Inc., a Florida corporation. He/She is
personally known to me or has produced _____ as
identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

CITY OF DANIA BEACH, FLORIDA



EVENT EQUIPMENT RENTAL

CITY INVITATION TO BID (“ITB.”) NO. 23-016

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

JULY, 2023

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“EVENT EQUIPMENT RENTAL”
ITB 23-016**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“EVENT EQUIPMENT RENTAL, ITB 23-016”**.

Bids will be accepted on DemandStar until August 14, 2023 at 1:00 PM. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A pre-bid conference will not be held.

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City’s designated electronic bidding system. All bid document files must be clearly labeled **“EVENT EQUIPMENT RENTAL, ITB 23-016”**.

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using Zoom meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting.

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: July 26, 2023

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for **“EVENT EQUIPMENT RENTAL, ITB 23-016”**. The City is seeking a qualified individuals or firms to provide special event equipment on an as needed basis for City-hosted special events and festivals throughout the year. The City is seeking a cost per hour for rental items which include but are not limited to: Tents, Tables, Linen, Chairs, Lighting, Fencing, Bars, Fans, Pipe and Drape, Portable Stage Units and other equipment as outlined in Exhibit B.

The Contractor shall be required to furnish and fully install and set-up the special events equipment listed in Exhibit B in a timely manner with the adequate amount of personnel to complete the set-up at the time required by the City. The Contractor shall also ensure that no person that has been convicted of a felony is assigned to a City sponsored event.

The selected vendors will inspect all equipment for compliance prior to the event start. Any equipment found to be in non-working or otherwise unacceptable condition shall be replaced. Any unacceptable equipment **MUST** be replaced in a timely manner before event start.

Contractor shall work with assigned City Staff to coordinate the delivery, set-up, tear-down and pick-up of the special events equipment.

The City will try its best to give a minimum lead time of seven (7) calendar days to the Contractor(s) prior to the desired scheduled starting date for any specific assignment and event. When possible, longer lead times shall be given to the Contractor(s). Services will be required on weekdays, weekends and holidays.

Tents and Canopies: All tents and canopies shall be clean and in good condition, free of stains, rips and worn areas. Tents must include tent flags. All tents and canopies must meet all applicable permitting requirements.

Tables and Chairs: All tables and chairs shall be clean, sturdy and in good condition.

All Other Items: All other equipment that may be rented under this Contract shall be supplied in clean, presentable and working condition, and with any supplies and accessories necessary for proper operation of the item. Company shall verify audio/visual equipment for any required compatibility with City systems at the time of Event Order placement.

1.1.2 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.3 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties

attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.4 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.5 Applicants should include the following items in the submitted Bid:

Letter of Transmittal;

- a. Anticipated time line to begin delivery of services;
- b. A breakdown of the costs for the delivery of services described above.
- c. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit "A", "Bidder Qualifications"; it is made a part of and is incorporated into the ITB by this reference) and it includes the following information:
 - 1) Name of each entity for which the work was performed;
 - 2) Brief description of the scope of work;
 - 3) Amount of initial contract award; and
 - 4) Name of contact person and contact information with the entity who can knowledgeably discuss your company's performance.
- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.
- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 3 - CAUSES FOR REJECTION OF A BID

3.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

3.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

3.3 The Bidder shall complete the “**Bid Form**”, which is attached as Exhibit “B”; it is made a part of and is incorporated into the ITB by this reference.

SECTION 4 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

4.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City (and its Consultant, if applicable) to procurement@daniabeachfl.gov by 5:00 P.M. on August 7, 2023. Questions received after this time will not be addressed.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 **Bidders shall use the Bid Document Forms furnished in the ITB.** Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 Insurance Coverage: Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 Purpose: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work. The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

5.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder’s Questionnaire form which is attached as Exhibit “E”; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

5.5 Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City’s request.

5.6 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict

with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida 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 a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - BID SECURITY

9.1 Bid Security: N/A

SECTION 10 - PROTECTION OF PROPERTY

10.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.

10.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 11 – SITE RESTORATION

Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the City. Site restoration shall be done in a timely manner.

SECTION 12 - INSTRUCTIONS TO BIDDERS

12.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

12.2 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be

retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

SECTION 16 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 17 - PUBLIC RECORDS

17.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

17.2 Contractor's Obligations: Bidders should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

17.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

17.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder's possession or control in connection with Bidder's performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. The records should be maintained for at least five years after completion of work. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure

requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

17.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

17.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

17.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:

Elora Riera, City Clerk

Mailing Address:

100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number:

954-924-6800, Ext. 3623

Email:

eriera@daniabeachfl.gov

SECTION 18 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 19 - QUALIFICATION OF BIDDERS

19.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

19.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

19.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

19.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

19.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 20 - CONTRACTOR'S RELATION TO THE CITY- INDEPENDENT

CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 21 - EMPLOYEES OF THE CONTRACTOR

21.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

21.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to

the required permits in connection with the agreement will be the sole responsibility of the Contractor.

- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- d. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

SECTION 24 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 25 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of

- them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 - c. liens, claims, actions made by the Contractor or other party performing the work; and
 - d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

26.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 27 - INSURANCE REQUIREMENTS

27.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

27.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

27.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

27.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

27.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

27.6 WORKERS’ COMPENSATION INSURANCE must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

27.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers’ Liability Limits Part B.

27.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

27.9 SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

27.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

27.11 SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

27.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid at submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

27.12.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

27.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 28 – SAFETY

28.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

28.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 29 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit. The warranty shall be for one year after completion of the work.

SECTION 30 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 31 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested

services in the ITB.

SECTION 32 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Parks and Recreation Department
Attn: Eric Brown
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 33-PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 34 - BID PROTEST PROCEDURE

34.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of

Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

34.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

34.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

34.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 35 - LITIGATION

35.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

35.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

35.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

35.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 36 - CONTRACT AWARD AND EXECUTION

36.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

36.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

36.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

36.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. The contract term shall be for a period of three (3) years.

If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the

Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 37 – CONE OF SILENCE

37.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for

administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 23-016

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

2. Specify type of entity Check One: Corporation () Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business in Florida: _____ years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date
Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes No If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes No If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.
18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.
19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes No If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes

No

If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes

No

If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes

No

If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

ITB 23-016

“EVENT EQUIPMENT RENTAL”

Bid Form is posted on City Webpage and DemandStar

EXHIBIT “C”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____
8. How many employees (Contractors only) will be assigned to perform the services? _____
9. How many supervisors will be assigned to perform the services? _____

10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "D"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 23-016.

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)
its business address is: _____

Federal Identification Number
(FEIN) is:

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):
- _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name
first appears above)

Date

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 20____, by
_____, as _____ of
_____, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☐ has produced
_____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “E”

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: **EVENT EQUIPMENT RENTAL**
 City’s Invitation to Bid No.: 23-016

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title

_____, 20____.

Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “F”
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

EXHIBIT F – (CONTINUED)

Title

Date

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “G”

REFERENCES

Bidder shall provide a minimum of three references for which the bidder has provided services within the past five (5) years.

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT “H”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT “I”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "I"

**CERTIFICATION TO ACCURACY OF BID
(continued)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “J”

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

(Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

CITY OF DANIA BEACH, FLORIDA



EVENT EQUIPMENT RENTAL

CITY INVITATION TO BID ("ITB.") NO. 23-016

ADDENDUM 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 8, 2023

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“EVENT EQUIPMENT RENTAL”**

ITB 23-016

ADDENDUM 1

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. The following items are added to the Bid Form, Exhibit ‘B’:

- Daily Rental of 8’x 12’x2’ Portable riser pieces with fixed height stairs
- Daily Rental of 8’x 12’x4’ Portable riser pieces with adjustable height stairs
- Daily Rental of 12’x 12’x2’ Portable riser pieces with fixed height stairs
- Daily Rental of 12’x 12’x4’ Portable riser pieces with adjustable height stairs
- Daily Rental of 16’x 16’x4’ Portable riser pieces with adjustable height stairs
- Daily Rental of 20’x 20’x4’ Portable riser pieces with adjustable height stairs
- Fixed Height Stairs for stages 2’ high
- Adjustable height stairway
- Stage Skirt
- Universal guard rails
- ADA Compliant disability ramp



Exhibit 'B' Bid Form
ITB 23-016 Event Equipment Rental

ITEM	QTY	UOM	RATE
Frame Tent, 10' X 6' with Side Walls	1	EA	130.00
Frame Tent, 10' X 6' without Side Walls	1	EA	90.00
Frame Tent, 10' X 10' with Side Walls	1	EA	180.00
Frame Tent, 10' X 10' without Side Walls	1	EA	130.00
Frame Tent, 10' X 20' with Side Walls	1	EA	245.00
Frame Tent, 10' X 20' without Side Walls	1	EA	170.00
Frame Tent, 20' X 20' with Side Walls	1	EA	380.00
Frame Tent, 20' X 20' without Side Walls	1	EA	280.00
Frame Tent, 20' X 30' with Side Walls	1	EA	545.00
Frame Tent, 20' X 30' without Side Walls	1	EA	420.00
Frame Tent, 20' X 40' with Side Walls	1	EA	710.00
Frame Tent, 20' X 40' without Side Walls	1	EA	560.00
Frame Tent, 30' X 60' with Side Walls	1	EA	1,575.00
Frame Tent, 30' X 60' without Side Walls	1	EA	1,350.00
Frame Tent, 40' X 50' with Side Walls	1	EA	1,725.00
Frame Tent, 40' X 50' without Side Walls	1	EA	1500.00
Frame Tent, 40' X 60' with Side Walls	1	EA	2,050.00
Frame Tent, 40' X 60' without Side Walls	1	EA	1,800.00
Frame Tent, 40' X 80' with Side Walls	1	EA	2700.00
Frame Tent, 40' X 80' without Side Walls	1	EA	2400.00
Addition of String Lights/Deco Lighting for Tents	1	EA	SEE BELOW A
Addition of Decorative Tent Fence Panels 6' X 48"	1	EA	25.00 PER PANEL
Addition of Portable Flooring/Carpeting for Tents	1	EA	2.50 PER SQUARE FEET (SEE BELOW B)
Table, Rectangular, 48" X 30"	1	EA	8.50
Table, Rectangular, 72 X 30	1	EA	9.50

A. BISTRO LIGHTS 24' STRING BLACK OR WHITE \$75.00 PER STRING
LED PAR LIGHTS RGBWYA- \$50.00 PER LIGHTS

B. PRICING INCLUDES BOTH A SUB-FLOOR OF PLYWOOD AND CARPET ON TOP. PLYWOOD FLOORING ONLY \$1.75 PER SQUARE FEET
CARPET ONLY .85 PER SQUARE FEET.

Table, Rectangular, 96" X 30"	1	EA	11.00	
Table, Round, 30" X 30" Cocktail	1	EA	9.50	
Table, Round, 36" X 30"	1	EA	9.50	
Table, Round, 48" X 30"	1	EA	10.00	
Table, Round, 60" X 30"	1	EA	12.00	
Table, Round, 72" X 30"	1	EA	14.00	
Linen for 48" X 30" Rectangular Table MEASUREMENT: 90" X 108"	1	EA	12.00	FOOTNOTE "C"
Linen for 72" X 30" Rectangular Table MEASUREMENT: 90" X 132"	1	EA	15.00	FOOTNOTE D
Linen for 96" X 30" Rectangular Table MEASUREMENT: 90" X 156"	1	EA	18.00	FOOTNOTE E
Linen for 30" Round Cocktail Table 30" HIGHBOYS 120" ROUND	1	EA	12.00	FOOTNOTE "F"
Linen for 36" Round Table MEASUREMENT 96" ROUND	1	EA	9.00	CALL IN FOR COLOR
Linen for 48" Round Table MEASUREMENT 108" ROUND	1	EA	10.00	CALL IN FOR COLOR
Linen for 60" Round Table MEASUREMENT 120" ROUND	1	EA	12.00	SEE FOOTNOTE "F" FOR COLORS
Linen for 72" Round Table MEASUREMENT 132" ROUND	1	EA	22.00	SEE FOOTNOTE "G"
Folding Chair WHITE POLY FOLDING CHAIRS	1	EA	1.50	
Stacking Chair CHAVIARRI (GOLD, SILVER, WHITE, & GHOST)	1	EA	6.00	
Padded Chair WHITE OR BLACK	1	EA	2.75	
Portable Air Conditioning Unit	1	EA	3.25 per sq feet	including set up & breakdown
Hanging Fan	1	EA	125.00	
Standing Fan	1	EA	75.00	
Portable Bar	1	EA	105.00	
10' x 14' Pipe and Drape (12')	1	EA	15.00 PER LINEAR FEET	
Red Carpet	1	EA	3.00 per linear feet	
Daily Rental of 8'x 12'x2' Portable riser pieces with fixed height stairs	1	EA	315.00	
Daily Rental of 8'x 12'x4' Portable riser pieces with adjustable height stairs	1	EA	525.00	
Daily Rental of 12'x 12'x2' Portable riser pieces with fixed height stairs	1	EA	473.00	
Daily Rental of 12'x 12'x4' Portable riser pieces with adjustable height stairs	1	EA	765.00	
Daily Rental of 16'x 16'x4' Portable riser pieces with adjustable height stairs	1	EA	1680.00	
Daily Rental of 20'x 20'x4' Portable riser pieces with adjustable height stairs 24' x 24' x 48'	1	EA	2400.00	
Fixed Height Stairs for stages 2' high	1	EA	75.00	
Adjustable height stairway	1	EA	250.00	
Stage Skirt	1	EA	5.00 PER LINEAR FEET	

C. AVAILABLE COLORS: WHITE; BLACK; IVORY

D. COLORS: WHITE; RED; BLACK; HUNTER

E. COLORS: WHITE; BLACK; RED; ROYAL BLUE; HUNTER GREEN; IVORY;

F. COLORS: WHITE; BLACK; RED; ROYAL BLUE; IVORY; PINK; BROWN; KELLY GREEN; HOT PINK; YELLOW; MAROONE (PLEASE CALL FOR ANY OTHER COLORS)

G. COLORS: WHITE; BLACK; IVORY;

Mobile Trailer Stage without sound & lighting package 26' X 20' X 4' W/ STEPS 1 EA 4250.00 Pictures available upon request.

Universal guard rails	1	EA	150.00 PER 8' SECTION
ADA Compliant disability ramp	1	EA	1560.00
Additional delivery, set-up, tear-down and pick-up fees	1	EA	250.00
Holiday Rates for delivery, set-up, tear-down and pick-up	1	EA	1500.00
Weekend Rates for delivery, set-up, tear-down and pick-up	1	EA	750.00
After Business Hours Rates for delivery, set-up, tear-down and pick-up	1	EA	750.00
Permit Filing Fee	1	EA	850.000 - 2500.00



City of Dania Beach Community Development Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: TX-042-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC), to reduce building height and density within the form-based zoning districts (FIRST READING).

Request:

Amendment the City's LDC regarding building height and residential density within the Regional Activity Center (RAC) form-based zoning districts that would apply to the RAC replenishment units when received.

Background:

In 2010, the City Commission adopted the current form-based zoning regulations found in the City's LDC. These regulations identify general rules governing the use of land within the City, including list of permitted uses, special exceptions, prohibited uses and site development regulations such as building height and density. When these regulations were initially adopted, the City's goal was to attract and entice development to build in Dania Beach at a time when little to no development was occurring in the City. The City adopted regulations that allowed developers to acquire additional height and density through the use of incentives.

The current LDC identifies several incentives which, if utilized by a developer, can double the building height and density permitted on a property. These incentives include the following:

- Public Open Space
- Attainable Affordable Housing
- Sustainable Building Practices (Green Building)
- Public Parking payment in-lieu
- Public Parks payment in-lieu

These incentive regulations will remain in effect for the initial 7,818 dwelling units, as 3,048 are entitled but not yet built or under construction. The RAC currently has zero residential dwelling units (du) available.

The Community Development is in the process of a Land Use Plan Amendment (LUPA) to obtain an additional dwelling units to allow residential development within the RAC to continue.

Through this proposed text amendment, the department is requesting to reduce (by approximately half) the allowable building height and density by eliminating the incentives in the LDC. Listed below is each form-based zoning district within the RAC showing a side-by-side comparison of the current existing zoning code (with incentives) and the department's proposed zoning code.

City Center (CC)

Existing Zoning Code		Proposed Zoning Code	
Max. Density – by right	50 du/acre	Max. Density – by right	50 du/acre
Max. Density – w/incentives	150 du/acre	No Incentive	
Max. Height – by right	7-stories	Max. Height – by right	7-stories
Max. Height – w/incentives	14-stories	No Incentive	

East Dania Beach Boulevard Mixed-Use (EDBB-MU)

Existing Zoning Code		Proposed Zoning Code	
Max. Density – by right	35 du/acre	Max. Density – by right	35 du/acre
Max. Density – w/incentive	75 du/acre	No Incentive	
Max. Height – by right	7-stories	Max. Height – by right	7-stories
Max. Height – w/incentive	14-stories	No Incentive	

Gateway Mixed-Use (GTWY-MU)

Existing Zoning Code		Proposed Zoning Code	
Max. Density – by right	50 du/acre	Max. Density – by right	50 du/acre
Max. Density – w/incentive	100 du/acre	No Incentive	
Max. Height – by right	7-stories	Max. Height – by right	7-stories
Max. Height – w/incentive	14-stories	No Incentive	

South Federal Highway Mixed-Use (SFED-MU)

Existing Zoning Code		Proposed Zoning Code	
Max. Density – by right	25 du/acre	Max. Density – by right	25 du/acre
Max. Density – w/incentive	50 du/acre	No Incentive	
Max. Height – by right	2-4 stories	Max. Height – by right	2-4 stories
Max. Height – w/incentive	8-stories	No Incentive	

Neighborhood Residential Mixed-Use (NBHD-RES)

Existing Zoning Code		Proposed Zoning Code	
Max. Density – by right	1-2 du	Max. Density – by right	1-2 du
No Incentive		No Incentive	
Max. Height – by right	2-3 stories	Max. Height – by right	3-stories
No Incentive		No Incentive	

The City has volunteered to set aside fifteen percent (15%) of the additional dwelling units to be dedicated to Affordable/Workforce housing. Staff will report unit allocation to both the City Commission and Broward County Planning Council to ensure this affordable housing requirement is equitably distributed.

The Community Development Department is also proposing the adoption of a sustainable building regulation that will require all new City facilities (over 20,000 square feet) to meet the Green Building requirements. Department Staff is researching additional provisions utilized by

other municipalities that may be included in our LDC.

This text amendment application will require two (2) readings by the City Commission for approval.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On September 20, 2023, the Planning and Zoning Board will hear this item. The Board's recommendation will be presented at the City Commission meeting.

Department recommendation

The Community Development Department recommends that the City Commission approval of the proposed text amendment on first reading.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 “LAND DEVELOPMENT CODE”; AT PART 3, “SPECIAL ZONING DISTRICTS”; SUBPART 1 “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS” TO PROVIDE SPECIFIC REGULATIONS FOR THE 4,000 RAC UNITS AUTHORIZED BY BROWARD COUNTY TO BE ALLOCATED TO THE CRA FORM BASED CODE ZONING DISTRICT THROUGH THE CITY’S COMPREHENSIVE PLAN AMENDMENT TO BE ADOPTED IN DECEMBER 2023, TO PROVIDE FOR A SPECIFIC FORM BASED REGULATION FOR THE 4,000 NEW RAC UNITS; AND PROVIDING FOR A VESTING OF THE 2010 RAC UNITS APPROVED UNDER ORDINANCE NO. 2010-007 (ADOPTED ON 9/28/10) UNDER THE REGULATIONS OF THIS SUBPART AS THEY EXISTED IN SUPPLEMENT 154 OF THE DANIA BEACH CODE OF ORDINANCES, DATED NOVEMBER 30, 2022, PUBLISHED BY MUNICIPAL CODE CORPORATION; AND SPECIFICALLY AMENDING THE CRA FORM BASED CODE FOR THE 4,000 UNITS TO ELIMINATE INCENTIVES PROVIDE FOR MANDATORY GREEN CODE REQUIREMENTS AND CLARIFICATIONS, INCLUDING THE FOLLOWING REVISIONS: AMENDING 300-30, ENTITLED “HOW TO DETERMINE THE BUILDABLE AREA OF A LOT, ALLOWABLE DENSITY AND BUILDING HEIGHT”; AMENDING SECTION 300-60, ENTITLED “OTHER DEVELOPMENT REGULATIONS”; AMENDING SECTION 300-80, ENTITLED “INTENT”; AMENDING SECTION 301-20, ENTITLED “APPLICABILITY”; AMENDING SECTION 301-40, ENTITLED “SITE PLAN PROCEDURES”; AMENDING SECTION 301-50, ENTITLED “VARIATIONS IN DESIGN; PROCEDURE FOR REVIEW OF DESIGN VARIATIONS”; AMENDING ARTICLE 303, ENTITLED “DISTRICT DEVELOPMENT STANDARDS”; AMENDING SECTION 303-30, ENTITLED “ILLUSTRATED DEVELOPMENT STANDARD DEFINITIONS; INTERPRETATION”; AMENDING THE FOLLOWING SECTIONS: 303-40, ENTITLED “CITY CENTER (CC) DISTRICT”; SECTION 303-50, ENTITLED “NBHD-MU, NEIGHBORHOOD MIXED-USE DISTRICT”; SECTION 303-60, ENTITLED “EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT”; SECTION 303-70, ENTITLED “GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT”; SECTION 303-80, ENTITLED “SFED-MU, SOUTH FEDERAL HIGHWAY CORRIDOR MIXED-USE DISTRICT”; SECTION 303-90, ENTITLED “NBHD-RES, NEIGHBORHOOD RESIDENTIAL DISTRICT”; SECTION 303-100, ENTITLED “MARINE DISTRICT”; ARTICLE 304, ENTITLED “BUILDING HEIGHT AND TRANSITION REGULATIONS”; AT SECTIONS 304-10, ENTITLED “GENERALLY”; SECTION 304-20, ENTITLED “RULES OF HEIGHT TRANSITION FROM RESIDENTIAL ZONING DISTRICTS”; STRIKING SECTION 304-30, ENTITLED “RULES OF HEIGHT TRANSITION ADJACENT TO FEC RAILROAD CORRIDOR”; RENAMING ARTICLE 305 FROM “INCENTIVES” TO “SUSTAINABLE BUILDING REQUIREMENTS”; STRIKING SECTION 305-10 “APPLICABILITY”; STRIKING SECTION 305-20 ENTITLED “SCHEDULE OF INCENTIVES”; STRIKING SECTION 305-30 ENTITLED “INCENTIVES FOR PROVIDING PUBLIC OPEN SPACE”; STRIKING SECTION 305-40, ENTITLED “INCENTIVES FOR PROVIDING ATTAINABLE HOUSING”; STRIKING SECTION 305-50, ENTITLED “SUSTAINABLE BUILDING PRACTICES”; CREATING A NEW SECTION 305-10

ENTITLED “APPLICABILITY”; CREATING A NEW SECTION 305-20 ENTITLED “GREEN BUILDING; GREEN BUILDING PRACTICES”; CREATING A NEW SECTION 305-30, ENTITLED “THIRD PARTY CERTIFICATION REQUIRED”; STRIKING SECTION 305-60 ENTITLED “PROVIDE PUBLIC PARKING”; STRIKING SECTION 305-70 ENTITLED “INCENTIVES FOR PUBLIC PARKS”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS”; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2010, the City of Dania Beach adopted Ordinance No.: 2010-007, which amend the City’s Comprehensive Plan’s Future Land Use Element by amending the land use classification “Regional Activity Center” (“RAC”) providing 7,818 RAC units; and

WHEREAS, on September 14, 2010, the City of Dania Beach adopted Ordinance No.: 2010-20, Community Redevelopment Area (CRA) Form-Based Zoning Districts that allowed for the implementation of the 7,818 RAC units; and

WHEREAS, the 7,818 RAC units approved in the 2010 Comprehensive Plan have been developed or pledged to site specific development projects, and those 7,818 units shall continue to be administered under the RAC Form Based Code found in Supplement 154 of the Dania Beach Code of Ordinances, dated November 30, 2022, Published By Municipal Code Corporation; and

WHEREAS, the City in December 2023, will be adopting a Comprehensive Plan Amendment to provide 4,000 additional RAC units; and simultaneously, the City of Dania Beach is adopting modified regulations for the CRA Form-Based Zoning District that would administer the new 4,000 units; and

WHEREAS, under the new RAC zoning district being created under this Ordinance the City is eliminating incentives and providing for mandatory green building requirements; and

WHEREAS, the City seeks to adopt the modified and amended CRA Form Based Zoning District for the new 4,000 units provided under the 2023 Comprehensive Plan Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. The preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 28 entitled the “Land Development Code”; at Part 3, “Special Zoning Districts,” at Subpart 1, “Community Redevelopment Area (CRA) Form-Based Zoning Districts” as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 3. SPECIAL ZONING DISTRICTS

SUBPART 1. COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

ARTICLE 300. HOW TO USE

Sec. 300-10. The CRA includes six (6) form-based districts.

The Community Redevelopment Area (CRA) is divided into several zoning districts. Six (6) of those districts are form-based districts that are unique to the CRA. Except for section 301-20(B), which is applicable to all properties located within the Regional Activity Center (RAC) Future Land Use designation as identified in the city's Comprehensive Plan, Article 300 shall not apply to the Planned Mixed-Use Development District (PMUD) established pursuant to article 340, subpart 5 of part 3 of this chapter or the Planned Small Lot Mixed-Use Development District (PMUD-SL) established pursuant to article 350, subpart 6 of part 3 of this chapter. Each form-based zoning district has a set of regulations that apply to it, called "district development standards" in article 303. The district standards include:

- (A) A generalized list of permitted uses. The detailed list of permitted, special exception and prohibited uses is in article 302, discussed further in section 300-20, below.
- (B) Building placement and height standards, discussed further in section 300-30, below.
- (C) The types of buildings that can be constructed. There are eight (8) "types" of buildings based upon the building's function and character, discussed further in section 300-40, below.
- (D) The types of ground story configurations that are allowed along street frontages, called "frontage types", which are discussed further in section 300-50, below.

Sec. 300-20. How to determine permitted uses.

- (A) The district standards in article 303 for each district contain a simplified list of permitted uses. The purpose of the simplified list is to give the reader a quick reference guide to the general types of permitted uses and special exception uses in each district. For a detailed list of permitted uses, consult article 302.
- (B) Having more than one (1) type of use on a lot (mixed use) is encouraged in many districts. Section 302-40 determines which types of use can be mixed within a lot or within a building, and any conditions for doing so. Section 302-10, the list of permitted, special exception and

prohibited uses, is organized by use type to correspond to the use types listed in section 302-40 and again in the generalized permitted uses lists in the district regulations of article 303.

- (C) Within many of the zoning districts, some uses may be permitted on lots fronting primary streets, but not along secondary streets, and vice versa.

Sec. 300-30. How to determine the buildable area of a lot, allowable density and building height.

- (A) The district standards in article 303 for each district include a map showing maximum allowable height within the district. Permitted height varies within some districts based upon location. Article 304 has the rules for interpreting the maps.
- (B) ~~Permitted height and density is identified as "by right" and "with incentives." This means that in order to exceed the height, density or both permitted "by right", the developer must earn incentives sufficient to achieve the maximum height, density or both permitted on the lot. Incentives are detailed in article 305.~~ See additional regulations found in section 301-20(B) for maximum intensity/density limits permitted within the CRA and Comprehensive Plan.
- (C) The district standards in article 303 for each district specify build-to-lines, setbacks, minimum open space, and where parking facilities can be sited. Mandatory build-to-lines in lieu of minimum setbacks are one of the aspects that make these regulations form-based.

Sec. 300-40. How to determine the allowable kinds of buildings; an explanation of building types.

Buildings are classified into eight (8) types based upon their characteristics. For example, a row house building type is different than a mansion apartment building because mansion apartment buildings are designed to look like large single-family detached dwellings, and rowhouses cannot be mistaken for a detached single-family dwelling. Regulation of building types is one of the aspects that makes these regulations form-based. Certain building types may be permitted on primary streets but not secondary streets, and vice versa, within a district.

Sec. 300-50. How to determine the allowable kinds of building fronts; an explanation of frontage types.

- (A) *Where to find.* Every district allows certain frontage types in the district standards of article 303. The frontage types correspond to the allowable building types. The details of each frontage type are provided in article 311. Regulation of building frontages is one of the aspects that makes these regulations form-based. Certain frontage types may be permitted on primary streets but not secondary streets, and vice versa, within a district.

Example. Every building has a front side with one (1) or more entrances. The front of a retail building, for example, usually has a lot of window area for the display of merchandise, and the entrance to the storefronts is immediately next to the sidewalk, and at the same grade (elevation) as the sidewalk. If the potential customer had to climb a stair to get to the store, he or she wouldn't be able to see inside the display windows, and might not want to expend the effort needed to climb the stairs. Therefore, the "shopfront" type of frontage would

require the characteristics of façade design, entrance location and configuration, and setback from the sidewalk that are necessary for retail to be successful.

Example. An apartment building, on the other hand, needs to afford some privacy to its ground-story residents, so it is set back a little further from the sidewalk, perhaps with some landscaping or private yards abutting the sidewalk, and the entrance is above grade to reinforce the transition from the public sidewalk to private property and allow ground story windows to be above eye level at the sidewalk. The entrance to the building or ground-story units may even be off a private courtyard. Therefore, "stoop", "dooryard" or "courtyard" frontage types would be appropriate for multiple-family buildings based on the characteristics of façade design, entrance location and configuration (i.e. elevated above the sidewalk or situated behind a small private yard), and setback from the sidewalk which is necessary for quality urban living conditions.

Sec. 300-60. Other development regulations.

- (A) Article 305 contains sustainable building requirements.
- (B) Article 306 contains parking and loading standards.
- (CB) Article 307 contains landscaping standards.
- (DE) Article 308 contains signage standards.
- (ED) Article 309 contains general regulations that address fences, screening, required improvements, and more.
- (FE) Article 312 includes standards for open space design.
- (GF) Article 525 contains architecture and urban design standards.

Sec. 300-70. Commonly used abbreviations.

Abbreviation	Full Name
BTL	Build-to-line
du/ac	Dwelling units per acre
'	Feet
ft.	Feet
max.	Maximum
min.	Minimum
ROW	Street line (ultimate edge of right-of-way)
sf	Square feet
EDBB, WDBB	East Dania Beach Boulevard, West Dania Beach Boulevard
S. Fed. Hwy	South Federal Highway
CC	City Center District
EDBB-MU	East Dania Beach Boulevard Mixed-Use District
GTWY-MU	Beach Gateway Mixed-Use District
SFED-MU	South Federal Highway Mixed-Use District
NBHD-MU	Neighborhood Mixed-Use District

NBHD-RES	Neighborhood Residential District
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Sec. 300-80. Intent.

The Community Redevelopment Area (CRA) encompasses predominantly single-family and two-family residential neighborhoods, a downtown commercial district, two (2) commercial corridors, and industrial acreage. The CRA redevelopment plan identifies the redevelopment path that is needed for the CRA. Industrial development and redevelopment is in large measure going to be a function of infrastructure improvements and other capital projects, while redevelopment of the remainder of the CRA is largely going to be a function of urban development standards that will not only assist in the redevelopment of the area, but will shape the form it takes consistent with the CRA redevelopment plan objectives.

The following are the specific objectives of the urban form standards:

(A) Encourage and facilitate redevelopment through:

- ~~(1)~~ ~~Redevelopment incentives;~~
- ~~(12)~~ Clearly identifying how any given property can and should be developed;
- ~~(23)~~ Providing developers with certainty and predictability in the development review process through clear and certain direction as to the desired development outcome;
- ~~(34)~~ Allowing a wide range of land uses to accommodate real estate market cycles;
- ~~(45)~~ Providing flexibility in the permitted uses of land while not precluding reuse for the primary intended uses, nor precluding infill of urban intensity. Examples include allowing several uses within a building that is designed to ultimately house a research and product development use, or future ground floor retail that may not be supported by current market conditions;
- ~~(56)~~ Allowing maximum build-out of commercial and mixed-use properties by eliminating or minimizing building setbacks and on-lot open space requirements;
- ~~(67)~~ Establishing development standards that are most appropriate to the small lots, urban block patterns, alleys and narrow streets within parts of the CRA;
- ~~(78)~~ Flexible parking facility siting alternatives.

(B) *Long-term planning.*

- (1) Whenever a site is developed at a relatively low intensity relative to the maximum permitted intensity, the site and improvements thereon should be designed and constructed to enable buildout of the site at the maximum allowable intensity at some future time without the need for substantial demolition. Known as "beginning with the end in mind," this approach may, for example, involve designing and constructing buildings to accommodate vertical expansion and designing surface parking lots to eventually accommodate a parking structure.

(C) *Transit-oriented development.*

- (1) Allow mixing of land uses within a building or property.

- (2) Allow vertical development; allow structured parking.
- (3) Park once and walk to multiple destinations within the CRA; centralized parking, shared parking, on-street parking, internal trip capture, and modal split parking reductions.

(D) *Build a vibrant community within a community.*

- (1) Activate the sidewalks by building close to the street with parking facilities behind buildings, and by controlling the interface between building and sidewalk.
- (2) Maintain, and enhance when possible, the stability and property values of residential neighborhoods through compatible transitions to nonresidential properties, and through building form standards that bring new or expanded dwellings closer to the street with a renewed emphasis on the front yard.
- (3) Encourage development that minimizes its impact on natural resources.
- (4) Encourage development that provides urban amenities and pedestrian conveniences for the enjoyment of the general public and contribute to place making.
- (5) Bring buildings to the roadway, ensure proper proportioning and require continuous building façades to "enclose" designated streets in order to help create a lively and visually appealing environment that invites people to live, locate businesses, and spend time shopping, dining and interacting with others.
- (6) Foster a safe pedestrian environment by increasing the opportunity for day and night activity on the public sidewalks and by ensuring "eyes on the street" through mixing of uses, fenestration and access standards.
- (7) Reinforce the interconnectivity of the urban components of buildings, streets, sidewalks, open spaces, transit facilities, and parking facilities.
- (8) Encourage visual interest by ensuring the building and visual landscapes are accented rather than their parking facilities.
- (9) Require the location of on-site parking facilities in the rear yard, accessed when possible through rear alleys or side streets.

ARTICLE 301. LEGAL AND ADMINISTRATIVE PROVISIONS

Sec. 301-10. Short title.

The provisions of part 3, subpart 1 of the Land Development Code shall be referred to as the "Community Redevelopment Area form-based districts", or "CRA form-based districts".

Sec. 301-20. Applicability.

- (A) *Conflict with other regulations.* The CRA form-based district regulations shall specifically prevail over all other regulations of this code in the case of conflict.
- (B) *Regional Activity Center limitations.* All development within the CRA form-based districts is subject to the ~~maximum overall~~, "pooled" intensity limits ~~permitted established in the Future Land Use Element of the Comprehensive Plan for the underlying Regional Activity Center (RAC) land use category.~~ The intensity limits include the total number of residential units and total area of nonresidential development that can be constructed within the more than 1,300 acres encompassed by the RAC. ~~within the CRA form-based districts by the Comprehensive Plan.~~ Development in the CRA form-based districts is also subject to the restrictions and requirements placed on the allocation of such intensities set forth in the RAC provisions of the Comprehensive Plan, including but not limited to, allowable dwelling unit types and dwelling unit affordability criteria. Therefore, the ~~Regional Activity Center (RAC) allowable land use and density identified provisions in the Future Land Use Element of the Comprehensive Plan, Future Land Use Element, and the remaining available development intensities in the RAC, tracked by the Community Development Department,~~ should be consulted to ensure the consistency of any development proposal with the Future Land Use Element land use plan (acreage, dwelling units, etc.).
- (C) *Vesting for certain dwelling units.* Development utilizing the initial pool of 7,818 dwelling units established with the adoption of the RAC in 2010 shall be vested under the regulations of this Subpart as they existed in Supplement 154 of the Dania Beach Code of Ordinances, dated November 30, 2022, published by Municipal Code Corporation. Previous code versions can be viewed online through the Municipal Code Corporation's "municode" website, which are organized by supplement number, and at the City Clerk's office.
- (D) *Procedure when RAC units near depletion.* When the number of available dwelling units assigned to the RAC land use designation falls below fifteen (15) percent of the total number of approved units, the following additional information must be provided:
 - (1) The applicant shall enter into a developer's agreement prior to a public hearing stating the developer will not request utilization of any of the Governor's Executive Order extensions, thereby returning any unused RAC units upon expiration of the term of the developer's agreement, which authorization period shall not exceed thirty (30) months.
 - (2) The applicant must provide a project proforma, illustrating project financing exists for development of the proposed project prior to public hearing.

- (3) The applicant must provide a tax benefit/cost analysis of the project illustrating projected property tax increase once the project is completed, as well as anticipated municipal expenditures, such as for police, fire, water/sewer services, etc.
- (4) The applicant must identify how the project approval and construction will benefit the community, such as through installation of bicycle rental stations, participation in a free trolley/shuttle service, etc.
- (5) Any project in which the City has partnered with another person or entity utilizing Florida Housing Finance Corporation funds shall be exempt from subparagraphs (1)—~~(4)~~ above.

~~(E)~~ *Graphic vs. text conflicts.* In the event of a conflict between text and any illustration or graphic, the text shall prevail.

~~(F)~~ *Map conflicts.* In the event of a conflict between district boundary maps and the official zoning map, the official zoning map shall prevail.

Sec. 301-30. Nonconformities.

Nonconformities shall be governed by article 710 except as provided in this section.

- (A) ~~*Nonconforming characteristics of use.*~~ Nonconforming characteristics of use not addressed in article 710, including, but not limited to, location of parking facilities, access to parking facilities, design and architecture, and other requirements unique to the CRA form-based districts shall be subject to the same rules, thresholds and conditions for compliance as nonconforming buildings and structures.
- (B) *Nonconforming buildings and structures.*
 - (1) ~~*Modifications.*~~ Modification to the shell or interior of nonconforming buildings or structures is permitted without triggering compliance of said building or structure with these regulations.
 - (2) *Expansion.* The expansion of a nonconforming building or structure is permitted as long as the cumulative square footage of such expansion within any five-year period does not exceed twenty-five (25) percent of the gross floor area of a building as it existed upon the effective date of these regulations. In the event that the cumulative

five-year threshold is met, compliance with these regulations shall be required if the city determines that substantial compliance with these regulations can be achieved without compromising the intended use of the expansion and logistics of the building and site layout.

- (C) *Nonconforming single-family dwellings.* Nonconforming single-family dwellings existing on the effective date of this subpart and their accessory structures may remain in perpetuity and may be repaired, rebuilt and expanded regardless of nonconformity with the provisions of this article. Once a single-family dwelling is replaced with another use, no single-family dwelling can be reestablished on the lot.

Sec. 301-40. Site plan procedures.

Applications for site plans shall be governed by the requirements of article 635. ~~Prospective applicants for site plan approval are encouraged to submit for conceptual approval prior to finalizing and submitting a formal site plan application. Conceptual approval offers the developer an immediate opportunity to obtain feedback from the city's professional staff and decision makers as to the project design, architecture, application for incentive bonuses, and if necessary, design variations (see [section] 301-50 below). The conceptual approval process, submittal requirements, application fee, and schedules shall be established administratively.~~

Sec. 301-50. Variations in design; procedure for review of design variations.

- (A) *Intent and purpose.* The CC, SFED-MU, EDBB-MU and NBHD-MU districts emphasize urban design principles in order to effect attractive and functional mixed-use urban redevelopment that is unique to the City of Dania Beach's urban center, corridors and neighborhoods within the CRA. In order to accomplish this, the four above-referenced districts have specific, prescribed development standards rather than minimums and maximums, to define the urban form of future development. It is the intent of this section to provide a mechanism for evaluating and granting requests for variation from the standards and requirements of these regulations that can occasionally be expected for the following reasons:

- (1) To acknowledge the variation in conditions that exist, and the difficulty of accounting for them in a design-specific regulation.
- (2) To facilitate design interpretations and alternatives that work as well as the prescribed standard.

- (B) *Applicability.* The city is authorized to approve design variations within the CC, SFED-MU, EDBB-MU and NBHD-MU districts that are consistent with the intent of this section, using the procedure and criteria of this section in lieu of the variance process of article 625. Design-based variations shift the focus of review from hardship to design and logistics issues. Design variations are not authorized for varying the following code requirements, which are not specific to the regulations of this subpart:

- (1) ~~Maximum height design variations are limited to ten (10) percent above the maximum building height or an additional ten (10) feet, whichever is less, and provided no additional stories are granted;~~

(2) Design variations are not authorized for varying the following code requirements, which are not specific to the regulations of this subpart:

- (a) Maximum density;
- (b) Maximum impervious area;
- (c) Maximum lot coverage;
- (d) Minimum open space;
- (e) Parking and loading;
- (f) Signage.

(C) *Procedure.*

- (1) Design variations associated with site plan and site plan modifications shall be considered as part of such site plan or modification applications.
- (2) Submittal requirements shall be established administratively.
- (3) The request for design variation shall be evaluated based upon the criteria set forth in this section, and the procedures for processing site plans in sections 635-70 (Site plans) and 635-80 (Site plan modifications).

(D) *Standard of review for design variations.* The planning and zoning board or city commission, as applicable, shall use the following criteria when evaluating requests for design variation:

- (1) Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or
- (2) Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

(E) *Variance procedure.* Variance requests shall be processed pursuant to article 625.

* * *

ARTICLE 303. DISTRICT DEVELOPMENT STANDARDS

Sec. 303-10. Applicability.

Each district has its own set of development standards in this article, many of which are used in varying combinations to control the form that buildings take and their placement and relationship relative to the street. All provisions of this article are requirements. All standards for

which there is a BTL or minimum or maximum shall read as "required BTL", "minimum required" (or requirement per context), and "maximum permitted".

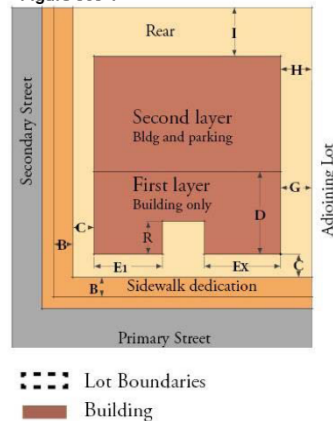
Sec. 303-20. Abbreviations used in this Article.

Abbreviation	Meaning
BTL	Built-to-line
Min.	Minimum
Max.	Maximum
%	Percentage
NP	Not permitted
F.A.R.	Floor area ratio
Du/ac	Dwelling unit per acre
TOD	Transit oriented development
Ft; sf	Feet; square feet
'	Feet
St.	Street
Ave.	avenue
EDBB	East Dania Beach Boulevard
WDBB	West Dania Beach Boulevard
S. Fed. Hwy	South Federal Highway
NBHD	Neighborhood
GTWY	Gateway
FEC	Florida East Coast Railway

Sec. 303-30. Illustrated development standard definitions; interpretation.

(A) *Building and parking placement.*

Figure 303-1



- (1) *"B"* in diagram. *Sidewalk dedication*: when existing right-of-way is insufficient for wide sidewalks, on-street parking, or both, as specified on the street sections approved by the city commission in the CRA redevelopment plan, a dedication is required pursuant to section 309-10.
- (2) *"C"* in diagram. *Build-to-line (BTL) or setback*: the regulations require either a BTL, a paired min. and max. setback, or a min. setback for all buildings.

A BTL is an exact building setback line parallel to the block face, upon which the entire building façade of at least the lowest three (3) stories must be built, except as provided for jogs in the façade (see "E1, Ex"), and allowable encroachments such as arcades and stoops.

- (3) *Primary and secondary street standards, as shown in Figure 303-1 and Table 303-1.* A primary street shall always be considered the front street. In the case of two (2) primary streets, both must be treated as the front street. Primary street standards govern all buildings with primary street frontage, regardless of any corner side frontage on a secondary street. Secondary street standards govern buildings that front only upon one or more secondary streets.

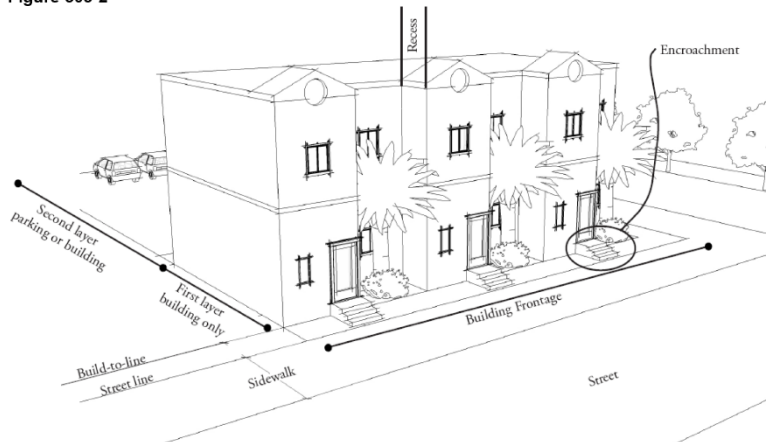
Diagram Key	Setback requirement:	Primary Street	Secondary Street
"C"	Front Street		
	Corner Street		
"G"	Side, 1st layer		
"H"	Side, 2nd layer		
"I"	Rear		

- (4) "D" in diagram. *Layers*: the buildable area of each lot (portions of the lot not required for setbacks and yards) is divided into a first layer and second layer demarcated by imaginary lines for the purpose of regulating which of the following activities can occur in each: building, surface parking or structured parking. The first layer is comprised of

the front twenty (20) to thirty (30) feet of a lot (varies by zone), measured from the BTL, and is the part of the lot that the building must occupy when a BTL is established. The second layer is located to the rear of the first layer, and generally represents the area where parking, building or both can occur. See also Figure 303-2.

- (5) *Shown in Figure 303-2. Street line* is the back edge of the right-of-way, after any required dedications. In this illustration, the street line is the back edge of the sidewalk. This represents the transition from public realm to private property.

Figure 303-2



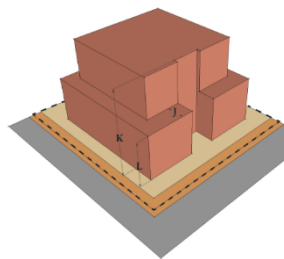
(B) *Building frontage*. Regulates the undulation of street-facing building façades.

- (1) *"E₁" and E_x" in diagram. Min. building frontage requirement:* regulates how much of the building façade must be built on the BTL and how much (by default) can be built behind the BTL. The building frontage requirement applies only to the first layer (see "D" in Figure 303-1), and is expressed as a percentage of lot width that has to be built on the BTL. Example: a building frontage requirement of fifty (50) percent on a lot that is one hundred (100) feet wide means that at least fifty (50) feet of the building façade must be placed on the BTL. *This standard also works in tandem with the side setback (or BTL) requirement (see "G" in figure 303-1) and corner street setback (or BTL) requirement. In the example above, if there is a first layer side yard requirement of zero (0) to ten (10) feet, then the first layer of the building must be at least eighty (80) feet long (one hundred (100) feet of lot width less two (2) ten-foot side yards), with at least fifty (50) feet built at the BTL.*
- (2) *"R" in diagram. Max. building recess* describes the maximum distance that any part of a building can be placed behind the BTL or max. setback line (see Figure 303-1). This standard does not apply to courtyard and forecourt types. Usually, a limited portion of the façade may be built behind the BTL, but no further than the maximum recess dimension. In the illustration, the building has three (3) entrances built at the BTL, and three (3) jogs in the building façade that allow landscaping between the building and

sidewalk. In Figure 303-2, approximately fifty (50) percent (one-half) of the building façade is recessed from the BTL. The distance at which the building jogs backward from the BTL is called the recess.

- (3) "G" in diagram. *Interior side BTL or setback:* In most districts, there are different side building placement standards for the first layer and second layers. Since the first layer contains the building frontage on the street, it is important to control how far from the side lot line the building can be set back, if at all. Minimizing side yards helps to maintain the "building street wall" in the mixed-use districts, and the continuity of building frontage along the street maintains pedestrian interest and minimizes gaps that could present opportunities for criminals. Within the second layer, there is often just a minimum setback.

Figure 303-3



- (4) *Shown in Figure 303-2, Encroachment* is any part of the building structure that extends forward of the BTL, but remains behind the street line unless an encroachment is specifically authorized to extend forward of the street line, such as for awnings, galleries and arcades. In Figure 303-2, the stoops at the building entrances are permitted encroachments. Although the term is used in the frontage type regulations and not the district standards, it is illustrated here.

(C) *Upper story setbacks.*

- (1) "L" in diagram. *Maximum height before additional setback required for upper stories:* ~~refers to the lower portion of a building that is not subject to an additional setback requirement for upper stories~~ ~~is established for all districts that allow building heights greater than three (3) stories.~~
- (2) "J" in diagram: *Upper-level building setback:* refers to the vertical plane modulation of a building and is the minimum required perpendicular distance that a building wall and elements must be recessed from the BTL or minimum setback line, as applicable.

(D) *Height regulations.*

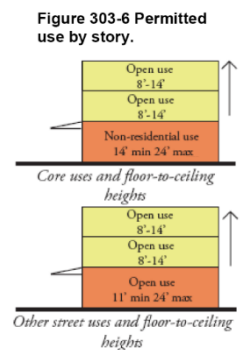
- (1) "K" in diagram. *Max. allowable height:* is established within each district for all buildings, ~~and is broken down by height allowed "by right" and height allowed if incentive bonuses are awarded pursuant to article 305.~~ Maximum height in transitional areas may be limited by article 304.

Sec. 303-40. City Center (CC) District.

- (A) *Intent and purpose.* To establish a mixed-use downtown with transit supportive densities and intensities where citizens can work, live, and shop in the economic, governmental, entertainment and cultural focal point of Dania Beach. This district is designed to encourage accessible, active, pedestrian-oriented areas within walking distance of a prospective transit station on the FEC railway.
- (B) *Density.* Max. fifty (50) du/ac ~~by right; up to one hundred fifty (150) du/ac with density bonus (see article 305).~~
- (C) ~~F.A.R. Max. 8.0~~Reserved.
- (D) *Generalized permitted uses (see article 302 for specific uses and conditions of use).*

Uses	Core Streets*	Other Streets
Residential Multifamily	U	✓
Commercial (Mixed use compatible)	✓	✓
General Commercial	✓	✓
Restricted Commercial	**	**
Entertainment	✓	✓
Lodging	✓	✓
Civic and institutional	✓	✓
Transportation	✓	✓

✓ - Permitted use	* - See subsection (E) below
U - Upper floors only	** - See section 302-40



(~~I~~H) *Landscaping*. See article 307.

(~~J~~I) *Signage*. See article 308.

(~~K~~J) *Additional development standards*. See article 309.

(~~L~~K) *Architectural and design standards*. See article 525.

(~~M~~L) *Building placement standards*.

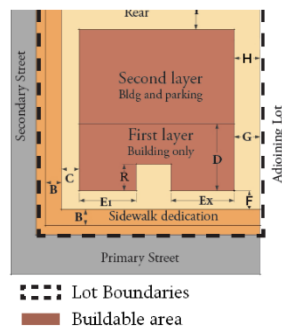
Diagram Key	NP = not permitted		Core	Outside core
"F"	Front street setback	Shopfront	0'—5'	0'—5'
		with arcade	0'—10'	0'—10'
		Stoop	NP	4'—8'
		Dooryard	NP	8'—12'
		Balcony over porch	NP	8'—12'
"C"	Corner street setback		0'—5'	0'—5'
"G"	Interior side setback, 1st layer		0' min	0' min
"H"	Interior side setback, 2nd layer		0' min.	0' min.
"I"	Rear setback		0' min.	0' min.

(~~N~~M) *Building frontage standards*.

Diagram Key	Standard	
"D"	Min. depth of building in 1st layer	30'

"E ₁ + .. + E _x "	% of lot width for which a façade must on the BTL	70%
"R"	Max. allowable recess from BTL	10'

Figure 303-8 Building Placement



Sidewalk dedication: pursuant to adopted CRA Plan street sections. See sec. 309-10; "B" in diagram.

(ON) Allowable building types, frontage types (see articles 310 and 311 for details) and minimum lot dimensions.

Building Types	Frontage Types						Lot Dimension	
	Balcony over Porch	Dooryard	Stoop	Shopfront	Arcade		Width *	Depth
Rowhouse		O	O				75'	100'
Apartment	O	O	O				50'	100'
Live-work				O			50'	100'
Commercial/Mixed Use				O, C	O, C		50'	100'
Civic	See civic building standards							

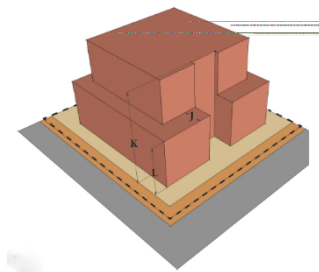
* Add twenty-five (25) feet if no parking access from rear yard.	
C - Core street frontage	O - Frontage outside core

~~(PQ)~~ Height: "K", district max. is ~~seven (7) fourteen (14) stories and one hundred fifty (150) feet~~ and varies by location (see height map and article 304). ~~Height greater than fourteen (14) stories or one hundred fifty (150) feet may be granted by a special exception approval, pursuant to Section 630-50. Min. lot dimensions for buildings over six (6) stories and seventy (70) feet are one hundred (100) feet by one hundred fifty (150) feet, with a minimum~~ Min. two (2) habitable stories required in the CC District core. ~~The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts and the F.E.C. Railroad corridor. Allowable height increases at a rate of one (1) foot per one (1) foot of horizontal distance from an adjacent residential zoning district boundary or F.E.C. Railroad right-of-way. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly. The allowable height of buildings just outside of the district boundary is shown for information purposes.~~

~~(QP)~~ Upper story setback standards.

Building side	Min. Upper Story Recess "J"	Height Before Required Recess "L"
U.S. 1	Not required	N/A
Street, other	10'	36 stories
Interior side	Greater of 12 percent of lot width or 15'	36 stories/ 75' (lesser of)
Rear	15'; 5' if alley exists	36 stories/ 75' (lesser of)

Figure 303-9 Upper story setbacks.



~~(Q)~~ Height zones map, Figure 303-10.

1. ~~The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts and the F.E.C. Railroad corridor. Allowable height increases at a rate of one (1) foot per one and two thirds (1.66) feet of horizontal distance from an adjacent residential zoning boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly.~~
2. ~~Allowable height is indicated on the map as the base allowable height, plus additional height that may be authorized by qualifying for height bonuses pursuant to article 305.~~
3. ~~The allowable height of buildings just outside of the district boundary is shown for information purposes.~~

The map displays the City Center District boundary in 2015, outlined in yellow. It shows various streets including NW 3rd St, NW 2nd St, NW 1st St, SW 1st St, SW 2nd St, SW 3rd St, NW 4th Ave, NW 3rd Ave, NW 2nd Ave, NW 1st Ave, SE 1st St, SE 2nd St, SE 3rd St, SE 4th St, SE 5th St, SE 6th St, SE 7th St, SE 8th St, SE 9th St, SE 10th St, SE 11th St, SE 12th St, SE 13th St, SE 14th St, SE 15th St, SE 16th St, SE 17th St, SE 18th St, SE 19th St, SE 20th St, SE 21st St, SE 22nd St, SE 23rd St, SE 24th St, SE 25th St, SE 26th St, SE 27th St, SE 28th St, SE 29th St, SE 30th St, SE 31st St, SE 32nd St, SE 33rd St, SE 34th St, SE 35th St, SE 36th St, SE 37th St, SE 38th St, SE 39th St, SE 40th St, SE 41st St, SE 42nd St, SE 43rd St, SE 44th St, SE 45th St, SE 46th St, SE 47th St, SE 48th St, SE 49th St, SE 50th St, SE 51st St, SE 52nd St, SE 53rd St, SE 54th St, SE 55th St, SE 56th St, SE 57th St, SE 58th St, SE 59th St, SE 60th St, SE 61st St, SE 62nd St, SE 63rd St, SE 64th St, SE 65th St, SE 66th St, SE 67th St, SE 68th St, SE 69th St, SE 70th St, SE 71st St, SE 72nd St, SE 73rd St, SE 74th St, SE 75th St, SE 76th St, SE 77th St, SE 78th St, SE 79th St, SE 80th St, SE 81st St, SE 82nd St, SE 83rd St, SE 84th St, SE 85th St, SE 86th St, SE 87th St, SE 88th St, SE 89th St, SE 90th St, SE 91st St, SE 92nd St, SE 93rd St, SE 94th St, SE 95th St, SE 96th St, SE 97th St, SE 98th St, SE 99th St, SE 100th St.

Callout 1: Transition zone adjacent to residential zoning district. Allowable height within this zone is determined by Sec. 304-20. Edge of transition zone is approximate as depicted.

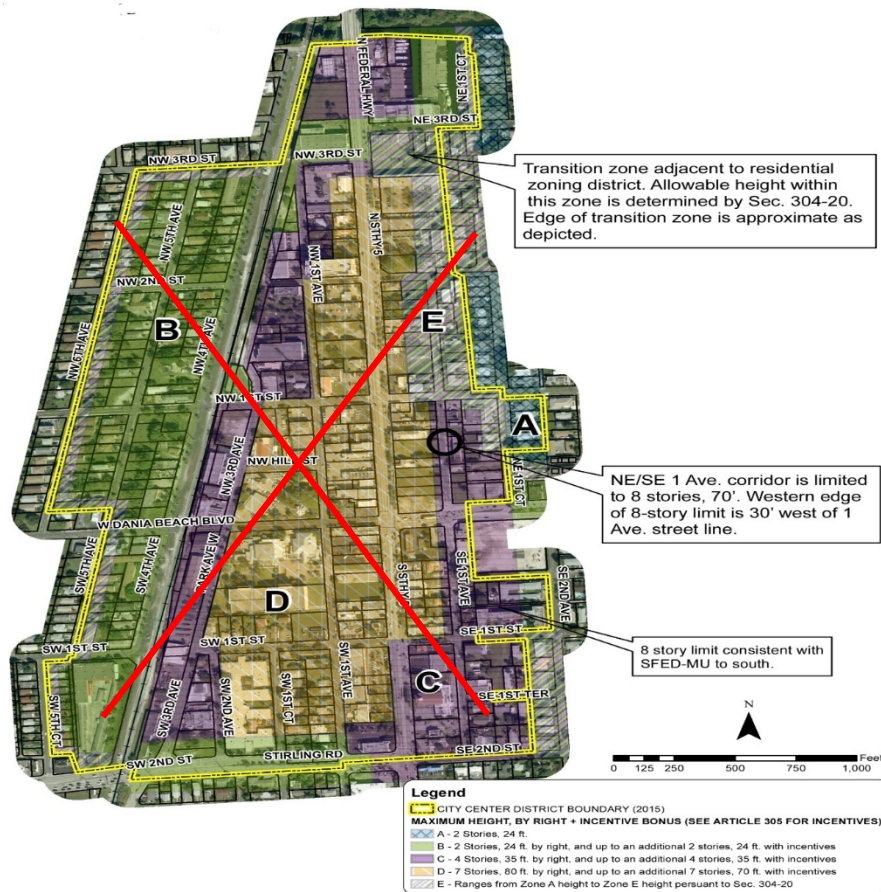
Callout 2: NE/SE 1 Ave. corridor is limited to 4 stories. Western edge of 4-story limit is 30' west of 1 Ave. street line.

Callout 3: 4 story limit consistent with SFED-MU to south.

Legend

- CITY CENTER DISTRICT BOUNDARY (2015)
- Maximum Allowable Height
 - Height Zone A - 2 Stories
 - Height Zone B - 3 Stories
 - Height Zone C - 4 Stories
 - Height Zone D - 7 Stories
 - Height Zone E - Ranges from 2 to 7 stories pursuant to Sec. 304-20

A scale bar indicates distances up to 1,000 feet, and a north arrow points towards the top of the map.



Sec. 303-50. NBHD-MU, neighborhood mixed-use district.

- (A) *Intent and purpose.* May be applied along existing and planned collector streets that border neighborhoods and along portions of some arterial roadways where neighborhood-scale commercial and multiple-family residential uses are desirable, as follows: West Dania Beach Boulevard, Stirling Road, Phippen Waiters Road, West Dixie Highway and Sheridan Street.

Each such street is a primary street for the purposes of this section. The development pattern associated with this district is linear, typically one lot deep along a thoroughfare. Rear yards are required in order to accommodate parking and loading, and provide separation from the residential neighborhoods typically bordering the rear lot lines.

(B) *Density.* Max. 18 du/ac; ~~up to 35 du/ac with density bonus as provided in article 305.~~

(C) ~~F.A.R. Max 0.75~~ Reserved.

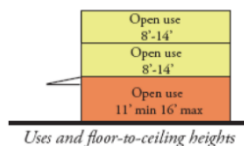
(D) *Generalized permitted uses (see article 302 for specific uses and conditions of use).*

Uses	
Residential single-family	*
Residential two-family	*
Residential Multifamily	✓
Commercial (Mixed use compatible)	✓
General Commercial	✓
Restricted commercial	
Entertainment	✓
Lodging	
Civic and institutional	✓
Transportation	✓
Industrial	

✓ - Permitted use

* - Restricted to buildings with secondary street frontages only

Figure 303-11 Permitted use by story.

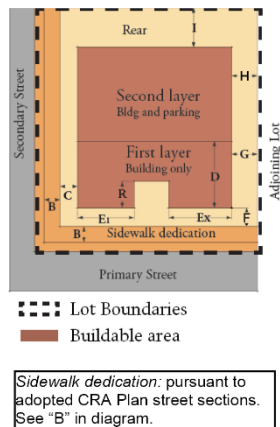


(E) *Building placement standards.*

Diagram Key	Yard; Frontage Type		Primary Street	Secondary Street
"F"	Front Street Setback	Shopfront	0'—5'	NP
		Stoop	4'—8'	NP
		Dooryard	8'—12'	NP
		Balcony over porch	8'—12'	15' BTL

		Porch	NP	15' BTL
"C"	Corner street setback		0'—5'	0—5'
"G"	Interior side setback, first layer		0' min.	7' min.
"H"	Interior side setback, second layer		0' min.	7' min.
"I"	Rear setback		10' min.	15' min.

Figure 303-12 Building placement.



(F) *Frontage standards.*

Key	Standard	
"D"	Min. depth of building in first layer	30'
"E ₁ +...+E _x "	% of lot width for which façade must be on the BTL	50%
"R"	Max. recess from BTL	10'

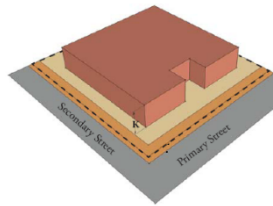
(G) *Height.*

	Primary Street	Secondary Street
Maximum height "K"	2—3 stories, 24'	2 stories, 25'

	35' prime; **	
--	--	--

~~** Two (2) stories plus one (1) additional story available as an incentive per article 305 provided not more than 50% of any block may exceed 2 stories.~~

Figure 303-13 Building height.



(H) Allowable building types, frontage types (see articles 310 and 311 for details) and minimum lot dimensions.

Building Types	Frontage types						Lot Dimension	
	Porch	Balcony	Doorway	Stoop	Shopfront	Arcade	Width	Depth
Single-Family	S	S						
Two-Family	S	S						
Mansion							75'	100'
Rowhouse		P	P	P			75'	100'
Apartment		P	P	P			50'	100'
Live-Work					P		50'	100'
Commercial/Mixed Use					P	P	50'	100'
Civic	See civic building standards							

P - Primary street frontage

S - Secondary street frontage, subject to conditions of use for NBHD-RES District

(I) *Pervious landscaped lot area.* Min. fifteen (15) percent; ~~may be reduced to zero (0) percent with an incentive bonuses (see article 305).~~ Subsection 303-30(E)(4) provides for payment-in-lieu.

(J) *Sustainable building requirements. See article 305.*

(K) *Parking and loading.* See article 306. Parking is permitted only in the second layer.

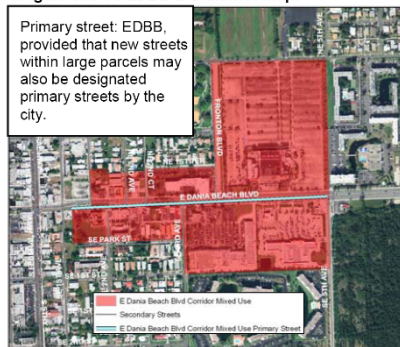
(L) *Landscaping.* See article 307.

(MK) *Signage.* See article 308.

- (~~NL~~) *Additional development standards.* See article 309.
- (~~OM~~) *Architectural and design standards.* See article 525.
- (~~PN~~) *Landscaping.* See article 307.

Sec. 303-60. EDBB-MU, East Dania Beach Boulevard Mixed-Use District.

Figure 303-14 EDBB-MU district map.



- (A) *Intent and purpose.* Redevelopment to place a greater emphasis on pedestrian activity and transit supportive development. This will be accomplished by building close to the street, relocating parking facilities behind buildings, and mixing residential and commercial uses at medium to high intensities.
- (B) *Density.* Thirty-five (35) du/ac ~~by right; up to seventy-five (75) du/ac with density bonus.~~
- (C) ~~F.A.R. Max. eight (8.0)~~ Reserved.
- (D) *Pervious landscaped lot area.* For lots five (5) acres and smaller, min. ten (10) percent; ~~may be decreased to zero (0) percent with incentive bonuses (see article 305).~~ For lots over five (5) acres, min. twenty (20) percent; ~~may be reduced to fifteen (15) percent with incentive bonus.~~ Subsection 303-30(E)(4) provides for payment-in-lieu.
- (E) *Sustainable building requirements.* See article 305.
- (~~F~~) *Parking and loading.* See article 306. Parking is permitted only in the second layer.
- (~~GF~~) *Landscaping.* See article 307.
- (~~HG~~) *Signage.* See article 308.
- (~~IH~~) *Additional development standards.* See article 309.
- (~~JH~~) *Architectural and design standards.* See article 525.
- (~~KJ~~) *Generalized permitted uses (see article 302 for specific uses and conditions of use).*

Uses	Primary Street	Secondary Street
Residential Single-Family		

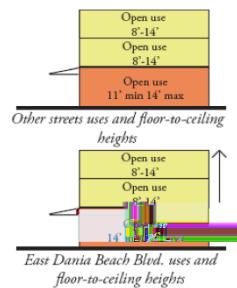
Residential Multifamily	✓	✓
Commercial (Mixed-Use Compatible)	✓	*
General Commercial	✓	
Restricted Commercial	**	
Entertainment	✓	
Lodging	✓	
Civic and Institutional	✓	✓
Transportation	✓	
Industrial		

✓ - Permitted use

* - Only select uses permitted

** - See section 302-40

Figure 303-15 Permitted use by story.



(KL) Building placement standards.

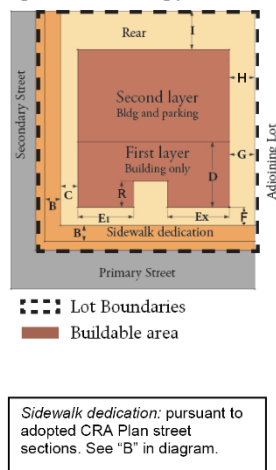
Diagram Key	NP = not permitted		Primary Street	Secondary Street
"F"	Front Street Setback	Shopfront	0'—5' BTL	0'—10'
		with arcade	0'—10'	NP
		Stoop	4'—8'	4'—8'
		Dooryard	8'—12'	8'—12'
		Porch	NP	15' BTL

	Balcony over porch	8'—12'	8'—12'
"C"	Corner side setback	0'—5'	
"G"	Interior side setback, 1st layer	0' min.	0' min.
"H"	Interior side setback, 2nd layer	0' min.	0' min.
"I"	Rear setback	0' min.	0' min.

(ML) *Building frontage standards.*

Diagram Key	Standard	Primary Street	Secondary Street
"D"	Min. depth of building in 1st layer	30'	30'
"E ₁ +..+E _x "	% of lot width for which façade must be on the BTL	70%	50%
"R"	Max. recess from BTL	10'	15'

Figure 303-16 Building placement.



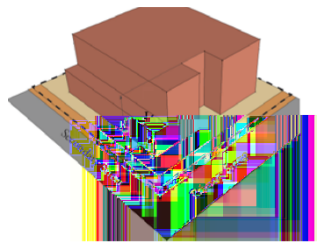
(NM) Allowable building types, frontage types (see articles 310 and 311 for details) and minimum lot dimensions.

Building Types	Frontage types							Lot Dimension	
	Porch	Balcony over Porch	Dooryard	Stoop	Shopfront	Arcade		Width	Depth
Mansion	S	S						75'	100'
Rowhouse	S	S	P, S	P, S				75'	100'
Apartment		S	P, S	P, S				50'	
Live-Work					P, S			50'	100'
Commercial/Mixed Use					P, S	P		50'	100'
Civic	See civic building standards								

P - Primary street frontage.

S - Secondary street frontage.

Figure 303-17 Building height.



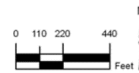
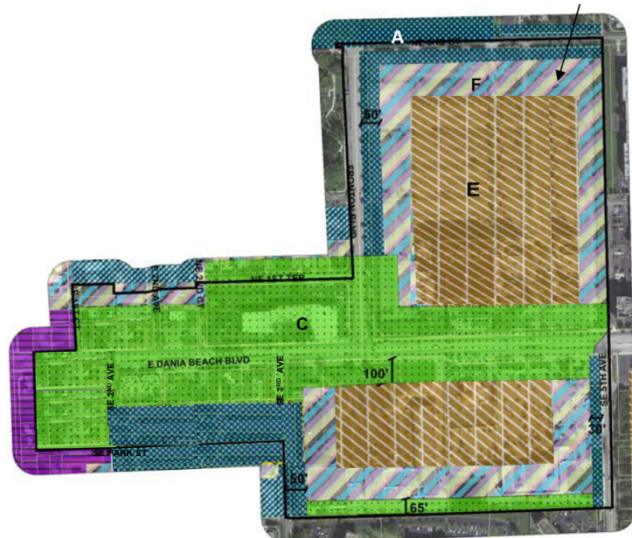
(ON) Height. Maximum height, "K", is ~~fourteen (14) stories and one hundred fifty (150) seven (7) stories~~feet; ~~max. height varies by location. See height map and article 304.~~ The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts, and a fixed height limit of four (4) stories within one hundred (100) feet from the EDBB. Allowable height increases at a rate of one (1) foot per one (1) foot of horizontal distance from an adjacent residential zoning district boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly. The allowable height of buildings shown outside the district boundary on the height map is for informational purposes.

	Minimum upper story recess "J"	Height before required recess "L"
Street setback	20' on corner side at secondary streets	3 stories/ 35' (lesser of)

~~(O) Height zones map.~~

- ~~1. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts, and a fixed height limit along EDBB. Allowable height increases at a rate of one (1) foot per one and two thirds (1.66) feet of horizontal distance from an adjacent residential zoning boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly.~~
- ~~2. Allowable height is indicated on the map as the base allowable height, plus additional height that may be authorized by qualifying for height bonuses pursuant to article 305.~~
- ~~3. The allowable height of buildings just outside of the district boundary is shown for formation purposes.~~

[*REVISED MAP*]



Legend

DISTRICT BOUNDARY

MAXIMUM HEIGHT

Height Zone A – 2 stories

Height Zone B – 4 stories

Height Zone C – 7 stories

Height Zone D – Varies per Sec. 304-20; ranges from 2 stories to 7 stories

Legend

DISTRICT BOUNDARY

MAXIMUM HEIGHT, BY RIGHT + INCENTIVE BONUS (SEE ARTICLE 305 FOR INCENTIVES)

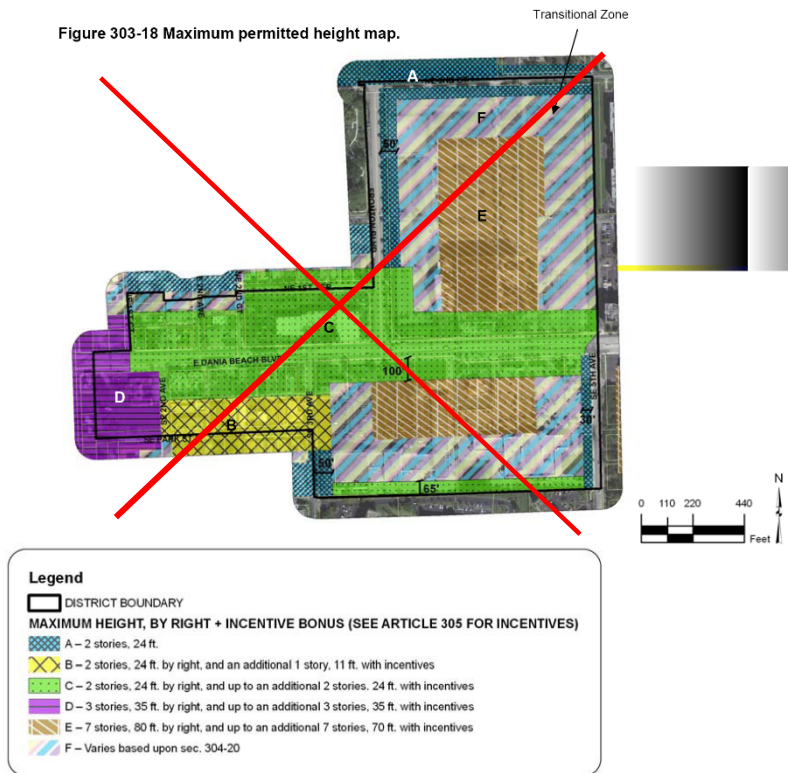
Height Zone A – 2 stories

Height Zone B – 4 stories

Height Zone C – 7 stories

Height Zone D – Varies per Sec. 304-20; ranges from 2 stories to 7 stories

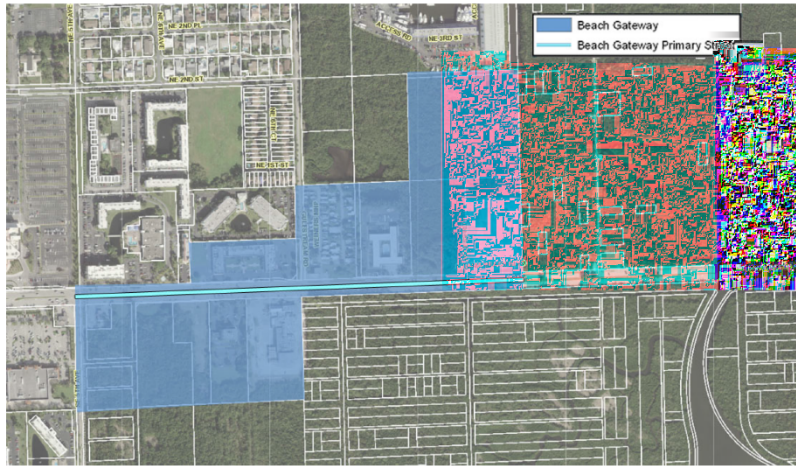
Figure 303-18 Maximum permitted height map.



Sec. 303-70. GTWY-MU, Beach Gateway Mixed-Use District.

- (A) *Intent and purpose.* To capitalize on the proximity of conservation areas, waterways and the beach, by preserving additional land, thus enhancing the area's assets, by differentiating this district from the more urban EDBB mixed-use district, and by allowing appropriate building height to allow for reduction in footprint and developed land area. This will be accomplished by allowing relatively tall buildings built relatively close to the street, while providing greater setback and landscaping between the building and street than in the East Dania Beach Boulevard mixed-use district.

Figure 303-19 GTWY-MU district map.



(B) Density: max. 50 du/ac ~~by right; up to 100 du/ac with density bonus.~~

(C) ~~F.A.R.: max. 8.0~~ Reserved.

(D) Generalized permitted uses (see article 302 for specific uses and conditions of use):

Uses	
Residential Single-Family	
Residential Multifamily	✓
Commercial (Mixed-Use Compatible)	✓
General Commercial	✓
Restricted Commercial	
Entertainment	✓
Lodging	✓
Civic and institutional	✓

✓ - Permitted use

(E) *Pervious landscaped lot area.* Twenty-five (25) percent. ~~May be reduced to twenty (20) percent reduction available with incentive bonuses (see article 305).~~

(F) *Sustainable building requirements.* See article 305.

(G) *Parking.* See article 306. Structured parking is not permitted in the first layer.

(H) *Landscaping.* See article 307.

(I) *Signage.* See article 308.

(J) *Additional development standards.* See article 309.

(K) *Architectural and design standards.* See article 525.

(L) *Building placement standards.*

Diagram Key	Building Placement Requirements (In Feet)		Street Type	
			Primary	Secondary
"C"	Street setback	Other structures	30' min.	10' min.
"G"	Interior side setback (minimum)		10' except 15' abutting residential	
"I"	Rear setback (minimum)		25'	

(M) *Building frontage standards.*

Diagram Key	Standard	All Streets
"D"	Depth of 1st layer	N/A
"E ₁ + .. + E _x "	% of lot width that façade must be built on BTL	N/A
"R"	Max. recess from BTL	N/A

Figure 303-20 Building placement.

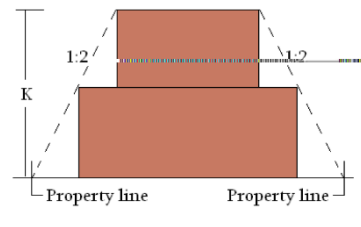


(NM) Allowable building and frontage types. Building form is not regulated through building or frontage types in this district.

(NN) Minimum lot width. One hundred (100) feet.

(OO) Minimum lot depth. One hundred (100) feet.

Figure 303-21 Permitted height profile.



(PP) Maximum building height. Two (2) feet for each one (1) foot of horizontal distance from street lines and property lines, not to exceed ~~fourteen-seven (714)~~ stories ~~and one hundred fifty (150)~~ feet. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts and district streets. -Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly. The allowable height of buildings just outside of the district boundary is shown on the height map for information purposes.

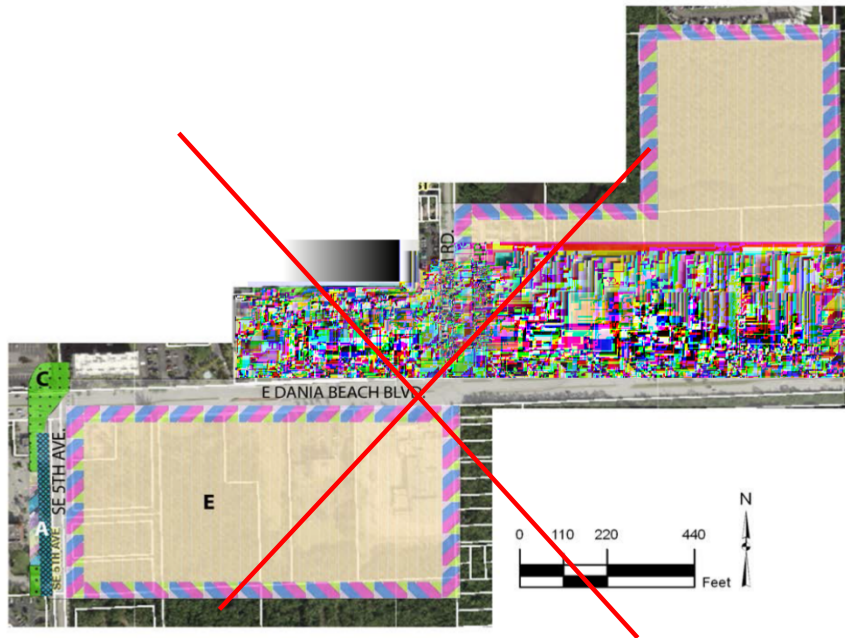
(Q) ~~Height zones map.~~

- ~~1. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts and district streets. Allowable height increases at a rate of two (2) feet per one (1) foot of horizontal distance from an adjacent residential zoning boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly.~~
- ~~2. Allowable height is indicated on the map as the base allowable height, plus additional height that may be authorized by qualifying for height bonuses pursuant to article 305.~~
- ~~3. The allowable height of buildings just outside of the district boundary is shown for information purposes.~~

Figure 303-22 GTWY-MU district height map. ***Revised Map***



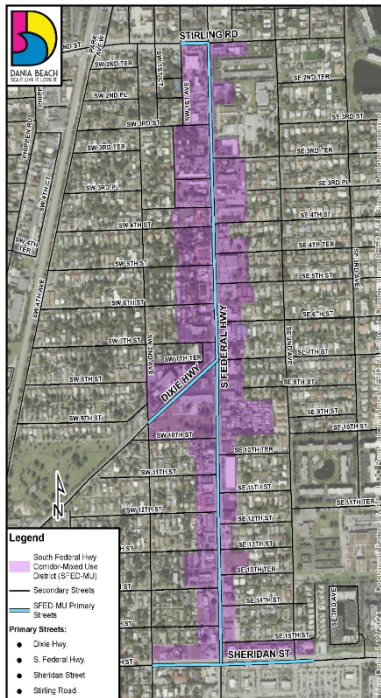
Commented [JK1]: Map revisions:
-Eliminate incentive heights
-Delete non-applicable height zones on legend



Legend	
	DISTRICT BOUNDARY
MAXIMUM HEIGHT, BY RIGHT + INCENTIVE BONUS (SEE ARTICLE 305 FOR INCENTIVES)	
	A – 2 stories, 24 ft.
	B – 2 stories, 24 ft. by right, and an additional 1 story, 11 ft. with incentives
	C – 2 stories, 24 ft. by right, and up to an additional 2 stories, 24 ft. with incentives
	D – 3 stories, 35 ft. by right, and up to an additional 3 stories, 35 ft. with incentives
	E – 7 stories, 80 ft. by right, and up to an additional 7 stories, 70 ft. with incentives
	Transitional Zone (See Transitional Height Provisions)
	F – Ranges from 1 story adjacent to a district street up to 7 stories, 80 ft. by right and 14 stories, 150 feet with incentives.

Sec. 303-80. SFED-MU, South Federal Highway Corridor Mixed-Use District.

Figure 303-23 SFED-MU District Map



- (A) *Intent and purpose.* Redevelop the corridor with emphasis on the pedestrian and street life consistent with TOD principals. This will be accomplished by building close to the street, relocating parking facilities behind buildings, and mixing residential and commercial uses at medium intensities, designed to create interest and investment in the immediate neighborhood.
- (B) *Density.* Max. twenty-five (25) du/ac ~~by right; up to fifty (50) du/ac with density bonus.~~
- (C) ~~F.A.R. Max. 4.0~~ Reserved.
- (D) *Pervious landscaped lot area.* Min. fifteen (15) percent; ~~may be reduced to zero (0) percent with incentive bonuses (see article 305).~~ Subsection 303-30(E)(4) provides for payment-in-lieu.
- (E) *Sustainable building requirements. See article 305.*
- (F) *Parking and loading.* See article 306. Parking is permitted only in the second layer. Parking structures shall be set back from any secondary street by a minimum of thirty (30) feet, which setback may be occupied by a liner building.
- (G) *Landscaping.* See article 307.

(HG) *Signage.* See article 308.

(IH) *Additional development standards.* See article 309.

(IJ) *Architectural and design standards.* See article 525.

(KJ) *Generalized permitted uses (see article 302 for specific uses and conditions of use).*

Uses	Primary Street	Secondary Street
Residential Single-Family		e
Residential Multifamily	✓	✓
Commercial (Mixed Use Compatible)	✓	*
General Commercial	✓	
Restricted Commercial	*	
Entertainment	✓	
Lodging	✓	
Civic and Institutional	✓	
Transportation	✓	
Industrial		

✓ - Permitted use.

* - Restrictions apply.

e - See Section 301-30.

(LK) *Building placement standards.*

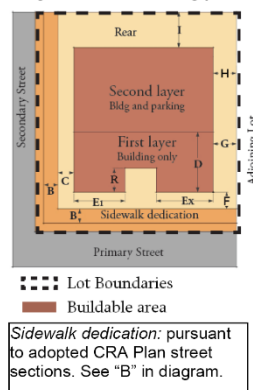
Diagram Key	NP = not permitted	Primary Street	Secondary Street
"F"	Street	Shopfront	0'—5'
		with arcade	NP
		Stoop	4'—8'
		Dooryard	8'—12'
		Porch	NP
		Balcony Over Porch	15' BTL
		Parking structure	30' min
"C"	Corner street setback	0—15'	
"G"	Interior side setback, 1st layer	0' min.	0' min.

"H"	Interior side setback, 2nd layer	0' min.	0' min.
"I"	Rear setback	0' min.	0' min.

(ML) Building frontage standards.

Key	Standard	All Streets
"D"	Min. depth of building in 1st layer	30'
"E ₁ + .. + E _x "	Min. % of lot width that façade must be on BTL	50%
"R"	Max. recess from BTL	15'

Figure 303-24 Building placement.



(NM) Allowable building and frontage types (see articles 310 and 311 for details) and minimum lot dimensions.

Building Types	Frontage Types						Lot Dimension	
	Porch	Balcony	Dooryard	Stoop	Shopfro	Arcade	W	D
Mansion	A, S	A, S					75'	100'
Rowhouse	A, S	A, P, S	A, P, S	P, S			75'	100'

Apartment		S	P, S	P, S			50'	100'
Live-Work					P, S		50'	100'
Commercial/Mixed Use					P, S	P, S	50'	100'
Civic	See civic building standards							

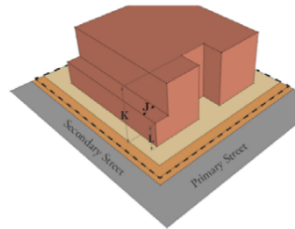
P - Primary street frontage.

S - Secondary street frontage.

A - For through-lot frontages on SW 7th and 10th streets, and SW 1st and 2nd avenues, a landscape buffer pursuant to section 275-110 is required unless the street frontage is built-out with mansion or rowhouse building types. Mansions are subject to the development standards of the NBHD-RES district.

~~(PN) Upper story setbacks. Ten (10) percent of lot width up to a maximum of thirty (30) feet required on corner sides (see "J" in diagram). Reserved. for any part of building exceeding three (3) stories (see "L" in diagram).~~

Figure 303-25 Upper story setback.



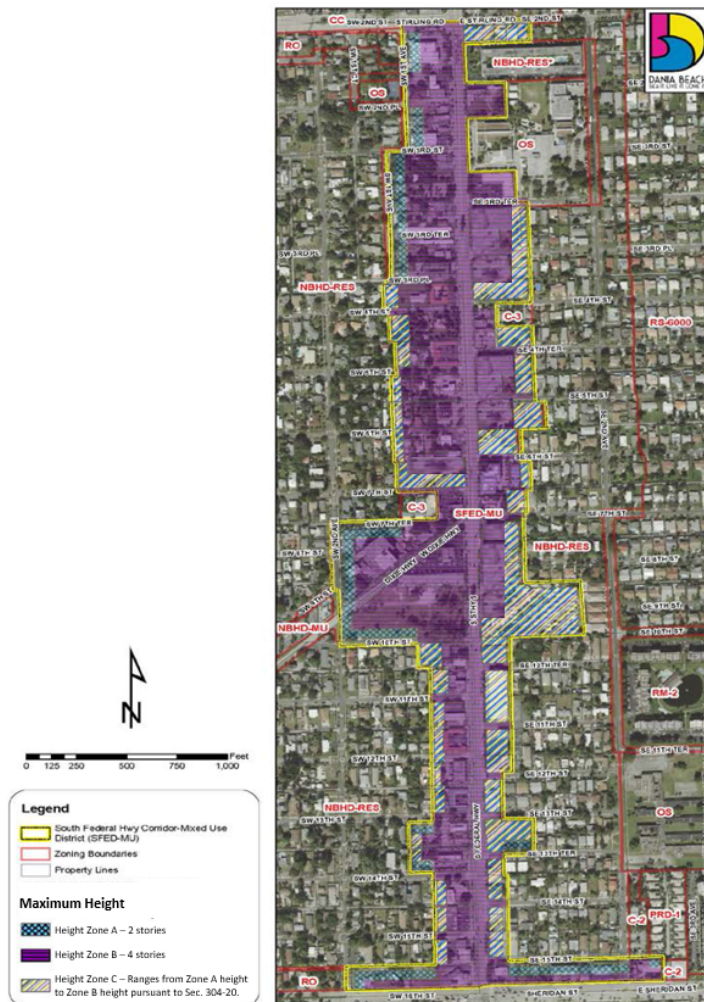
~~(QQ) Height. Maximum height, "K", in district is six (6) four (4) stories and seventy (70) feet; permitted height varies by location. See height map.~~

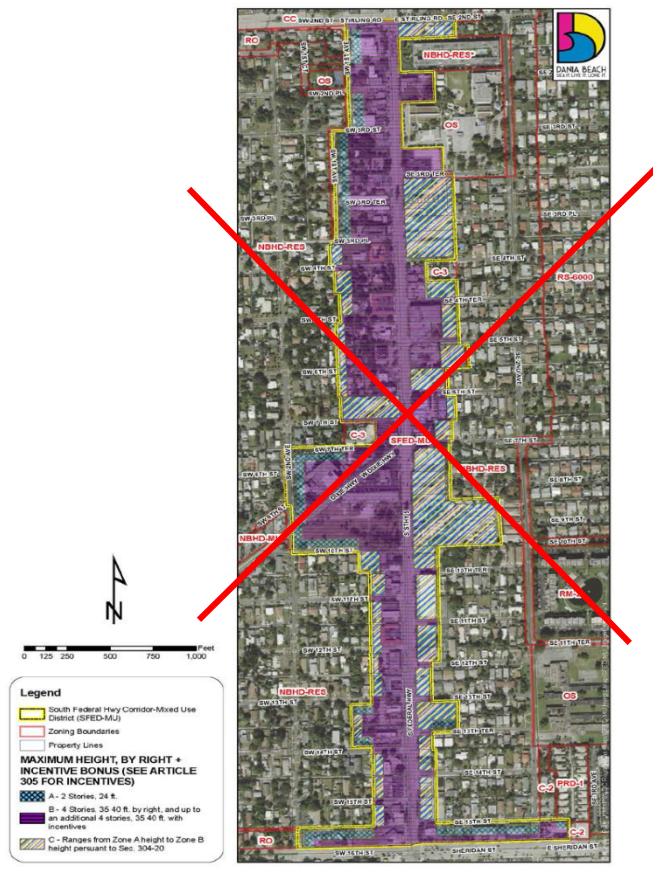
~~(P) Height zones map.~~

1. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts, ~~and a fixed height limit along S. Federal Highway.~~ Allowable height increases at a rate of one (1) foot per one ~~and two-thirds (1.66) feet~~ foot of horizontal distance from an adjacent residential zoning ~~district~~ boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly.
2. ~~Allowable height is indicated on the map as the base allowable height, plus additional height that may be authorized by qualifying for height bonuses pursuant to article 305.~~
3. ~~The allowable height of buildings just outside of the district boundary is shown on the height map for information purposes.~~

(RQ) Development of property for commercial use must ~~be-fronting-on~~ Federal Highway or Sheridan Street, or must be assembled with properties that ~~are-fronting-on~~ Federal Highway or Sheridan Street.

Figure 303-26 SFED-MU district height map. [*Revised*]





Sec. 303-90. NBHD-RES, Neighborhood Residential District.

- (A) *Intent and purpose.* To maintain the overall single-family character of the neighborhoods by restricting establishment of new two-family dwellings and requiring designs that are compatible with single-family dwellings.

(B) Generalized permitted uses (see article 302 for specific uses and conditions of use).

Uses	
Residential Single-Family	✓
Residential Multifamily	*
Residential Two-Family	*

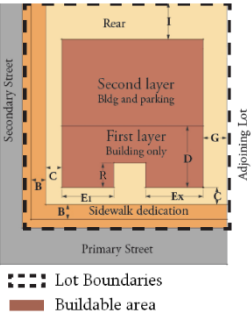
✓ - Permitted use.

* - Restricted pursuant to section 302-20.

(C) Building placement standards.

Diagram Key		
"C"	Street Setback*	15' BTL.
		25' min.
"G"	Interior side setback	Principal building 7' min.
		Accessory structures 5' min.
"I"	Rear setback	Principal building 15' min.
		Accessory structures 5' min.

Figure 303-27 Building placement.

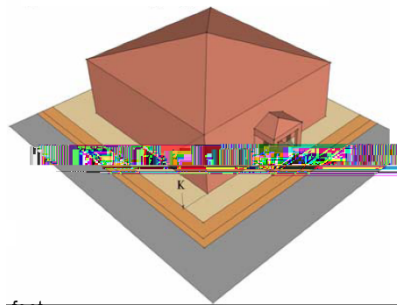


(D) *Building frontage standards.*

Key	Standard	
"D"	Minimum depth of building in first layer	N/A
"E ₁ + .. + E _x "	Percentage of lot width for which a building must be built at the built-to-line	50%
"R"	Maximum recess from BTL	N/A

(E) *Height.* Maximum of two (2) stories and twenty-five (25) feet except as provided in section 302-20(A)(2)(b). See "K" in diagram.

Figure 303-28 Building height.



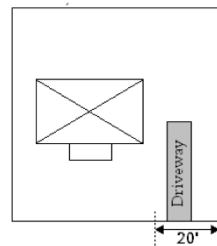
(F) *Allowable building and frontage types (see articles 310 and 311 for details) and required lot dimensions.*

Building Types	Frontage types				Lot Dimension	
	Porch	Balcony over Porch	Dooryard	Stoop	Width	Depth
Single-Family *	✓	✓			60'	90'
Duplex *	✓	✓			80'	100'
Mansion *	✓	✓			80'	100'
Rowhouse *	✓	✓	✓	✓	100'	100'
Apartment *	✓	✓	✓	✓	160'	100'

✓ Permitted frontage type

* Restricted pursuant to section 302-20

Figure 303-29 Permitted driveway location.



(G) *Pervious open space.* Min. thirty-seven (37) percent.

(H) *Parking.*

- (1) Parking spaces and driveways for dwellings built to the fifteen (15)-foot BTL requirement in subsection (C) must be built to the requirements below:
 - a. Parking spaces and driveways are not permitted in the front yard except within twenty (20) feet of one (1) interior side lot line (see Figure 303.70).
 - b. Only one (1) driveway within the front yard is permitted as shown.
 - c. An opaque fence or opaque landscape buffer is required along a side lot line adjacent to a driveway.
 - d. If the property does not have alley access, a garage may be provided with access from the primary or secondary street.
- (2) Parking spaces and driveways for dwelling units with twenty (20)-foot setback or greater may be built as identified below:
 - a. Parking spaces and driveway may be located in the front yard if the minimum required dimensions are provided.
 - b. A garage may be located at the front of the residential structure provided building setbacks are met.
 - c. A circular driveway may be installed in the front yard provided a minimum of three-foot setback is provided between the edge of driveway and interior side property line on each side. Each curb opening must be a minimum of ten (10) feet. The minimum radius measured from the property line is five (5) feet.

(I) *Sustainable building requirement. See article 305.*~~*[Parking requirements.] For parking requirements see article 306.*~~

(J) *Landscaping.* See article 307.

(K) *Signage.* See article 308.

(L) *Additional development standards.* See article 309.

(M) *Architectural and design standards.* See article 530.

Sec. 303-100. Marine district.

- (A) *Intent and purpose.* The purpose of the Marine district is to further the goals of the CRA Redevelopment Plan, and to encourage expansion of the marine industry by permitting marine uses which are primarily conducted within a building and which have limited impact outside the building. Some marine uses are permitted to be located outside of a completely enclosed building, subject to conditions or special exception approval. This district is also intended to permit some marine-related commercial uses, as either a permitted use or a special exception use.
- (B) *Permitted uses (see article 110 for specific uses and conditions of use).*

- (C) *Building placement standards.*

STANDARD	
Street setback *	30' min.
Yard abutting residential *	50' min.
Interior side setback **	20' min.
Rear setback **	15' min.

* The first ten (10) feet adjacent to any street or public thoroughfare line shall be landscaped and shall not contain parking

** The first five (5) feet adjacent to any lot line shall be landscaped and shall not contain parking.

- (D) *Height:* maximum of three (3) stories ~~and twenty-five~~.

- (E) *Percentage of lot coverage:* no more than seventy (70) percent of total lot area shall be covered by buildings or structures.

- (F) *Sustainable building requirements.* See article 305.

- (G) *Parking and loading.* See article 306.

- (H) *Landscaping.* See article 307.

- (I) *Signage.* See article 308.

- (J) *Additional development standards.* See article 309.

- (K) *Architectural and design standards.* See article 525.

ARTICLE 304. BUILDING HEIGHT AND TRANSITION REGULATIONS

Sec. 304-10. Generally.

- (A) *[Maximum building height.]* Maximum building height is determined by the maximum height map and textual standards for each district. ~~Additionally, in the City Center District, there are minimum lot size and lot dimensions required in order to achieve the maximum permitted height.~~ The height map for each district shows the maximum building height and number of ~~in~~ stories ~~both with, and without, the awarding of height incentive bonuses. Therefore, the maximum height shown on the maps is possible only when the developer earns an adequate level of incentive bonuses pursuant to article 305 to allow a project achieve the maximum height shown on the map.~~
- (~~AB~~) *[Allowable heights.]* The allowable heights ~~shown on the height map for~~ in each district is determined by:
- (1) Maximum permitted district height;
 - (2) Maximum permitted height along a given street or street segment, as applicable;
 - ~~(3) Maximum permitted height adjacent to the FEC Railroad corridor;~~
 - ~~(3A)~~ Transitional height standards adjacent to ~~neighborhood~~ residential zoning districts.
- (C) *Transitional height zones.* The maps showing maximum permitted height throughout each zoning district include transitional height zones in those portions of mixed-use districts where the allowable height varies with distance from single-family residential neighborhoods ~~and the Florida East Coast Railroad (FEC) right-of-way.~~ Transitional height zones are established to transition building height adjacent to neighborhood residential district boundaries ~~and the FEC railroad right-of-way.~~ Height within a transitional height zone is based upon a formula of allowable height per distance from the adjacent neighborhood ~~or FEC right-of-way feature.~~ The transitional height zone is also applied to each development site within the GTWY-MU District because allowable building height varies based upon the distance of a building, or portion of a building, from property lines.
- (~~CD~~) *[Exceptions.]* The following structures may exceed the ~~maximum height of a limit for~~ buildings or ~~and~~ structures by the lesser of twenty-five (25) percent or fifteen (15) feet:
- (1) Rooftop structures for the housing of solar panels, elevators, stairways, tanks, skylights, ventilating fans, air conditioning or similar equipment required to operate and maintain the building
 - (2) Radio, television and telecommunication antennae, whether freestanding or roof-mounted.
- (E) *[Additional exceptions.]* The following structures may exceed the ~~maximum height limit for~~ of a buildings ~~and or~~ structures by not more than twenty-five (25) percent:
- (1) Cupolas, steeples, chimneys and other decorative rooftop projections, provided that the aggregate coverage of all such structures does not exceed twenty-five (25) percent of the total roof area.
- (F) *[Exception for ham radio antennas.]* Ham radio antennas may exceed the ~~maximum height limit for of~~ buildings and or structures by forty (40) percent, not to exceed one hundred fifty (150) feet.

Sec. 304-20. Rules of height transition from ~~neighborhood~~ residential zoning districts.

- (A) When a lot line or alley forms a boundary between a ~~neighborhood~~ residential zoning district and a mixed-use zoning district, the minimum setback from said lot line or alley line shall be as follows for the lot in the nonresidential or mixed-use district:
- (1) Fifteen (15) feet measured from an interior side lot line of a lot within a ~~neighborhood~~ residential zoning district, as illustrated in Figure 304-1.
 - (2) Twenty-five (25) feet measured from a rear lot line of a lot within a ~~neighborhood~~ residential zoning district, as illustrated in Figure 304-2.
- (B) The maximum allowable building height on the lot within the mixed-use district shall be the lesser of two (2) stories or twenty-five (25) feet at the minimum setback line, and shall increase at a constant rate of one (1) foot for each one (1) ~~and two-thirds (1.66) feet-foot~~ of distance from the minimum setback line, as illustrated in Figure 304-2.

Figure 304-1

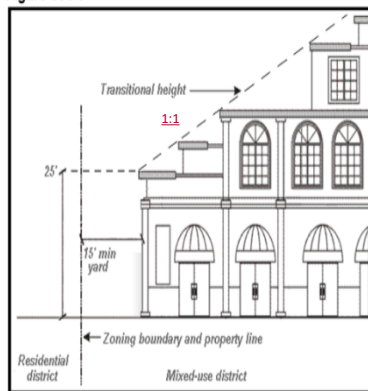


Figure 304-2

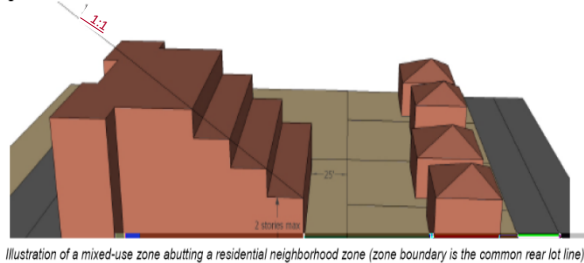


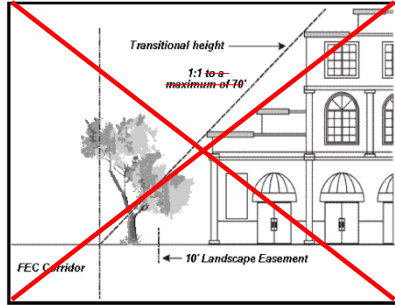
Illustration of height transition when a street centerline forms a residential neighborhood zone boundary

Illustration of height transition when a street centerline forms a residential neighborhood zone boundary

- ~~Sec. 304-30. Rules of height transition adjacent to FEC Railroad corridor.~~

- ORDINANCE #2023-

Figure 304-4



ARTICLE 305. INCENTIVES SUSTAINABLE BUILDING REQUIREMENTS.

Sec. 305-10. Applicability.

Sec. 305-20. Schedule of incentives.

The table below shows the amenities that qualify for height, density and impervious area incentives within the different districts. The amount of the bonuses are delineated below the table. The developer can determine the type and extent of amenities to provide in order to reach the maximum permissible height shown on the height maps.

Y = Incentive credit available N = Incentive credit not available	Districts					
List of amenities that qualify for development incentives	CC	EDBB-MU	SFED-MU	NBHD-MU	GTWY-MU	NBHD-RES
Provide public open space or paseo [see section 305-30]	Y	N	N	Y	N	N
Provide attainable housing [see section 305-40]	Y	Y	Y	N	N	N
Use sustainable building practices [section 305-50]	Y	Y	Y	Y	Y	N
Provide public parking [section 305-60]	Y	Y	Y	Y	Y	N
Provide public parks [section 305-70]	Y	N	N	N	Y	N

(A) In the City Center District and the Gateway Mixed-Use District, a development may be eligible for a density and height bonus not to exceed a maximum of two (2) stories and thirty

~~(30) du/ac subject to the maximum density and height limitations established under the applicable zoning district. The public park incentive fee shall be calculated pursuant to section 305-70(b), which shall be applied to the city's park fund for park land acquisition or park improvements. The full public park incentive fee shall be paid in order to exercise any density or height bonus or combination thereof, under this section. The full public park incentive fee shall be paid regardless of whether the use of the density or height bonus is limited by the maximum density or height established under the applicable zoning district or the applicant chooses not to exercise portions of the height or density bonuses. Eligibility for a density and height bonus under this section shall require development containing a minimum of twenty-five (25) dwelling units.~~

- ~~(B) The public park incentive fee shall be equal in value to fifty cents (\$0.50) per square foot of estimated residential gross floor area.~~
- ~~(C) For purposes of this section, residential gross floor area shall be defined as the sum of the habitable horizontal area of all residential floors of all stories of a residential building or structure under a roof, and including, interior amenity areas, clubhouses, lobby areas however excluding private garages, maintenance areas, utility areas, operational areas, storage closets, electrical and mechanical facilities, balconies, stairwells, elevators, basements and subbasements, covered parking, loading areas, and parking structures.~~
- ~~(D) The contributions referenced in this section are calculated in 2014 dollars and shall be adjusted by the Consumer Price Index on an annual basis.~~
- ~~(E) Payment of the public park incentive fees shall be made prior to issuance of a building permit.~~

Sec. 305-30. Incentives for providing public open space.

- ~~(A) In the Neighborhood Mixed-Use District, one (1) story and ten (10) du/ac for a minimum two thousand five hundred (2,500) sf open space that complies with article 312, or a pedestrian paseo that complies with section 309-20. The open space or paseo shall satisfy one hundred (100) percent of the pervious open space requirement for the lot that provides it.~~
- ~~(B) In the City Center District, two (2) stories and twenty (20) du/ac for a minimum two thousand five hundred (2,500) sf open space that complies with article 312, or pedestrian paseo that complies with section 309-20, and one (1) story and ten (10) du/ac for each full additional one thousand five hundred (1,500) sf of open space that complies with article 312. The open space or paseo shall satisfy one hundred (100) percent of the pervious open space requirement for the lot that provides it.~~
- ~~(C) Adjoining lots can each contribute a portion of a single open space and earn the bonus. The bonus shall be allocated among the lots proportionate to the open space contribution as agreed between the property owners in a binding development agreement or other instrument acceptable to the city attorney.~~
- ~~(D) This intensity bonus is available at the determination of the city commission or designee based upon whether the any given location is appropriate and desirable for open space.~~
- ~~(E) The standards for provision of public open space for incentive credit shall be as provided in article 312.~~

Sec. 305-40. Incentives for providing attainable housing.

(A) *Definition.* Attainable housing shall mean "workforce," "moderate workforce" and "low-income" as defined by the Administrative Rules Document of the Broward County Land Use Plan, article 8, and includes both owner-occupied and rental housing.

(B) *[Workforce-income unit bonus.]* Bonus of one (1) market-rate dwelling unit for each unit in the building that is workforce-income, up to the maximum density allowed in the district. One (1) additional story shall be permitted for every ten (10) du/ac of bonus market-rate units that are awarded, or fraction thereof.

Example: a one-acre lot within the SFED-MU District is permitted to build twenty-five (25) du (25/ac) by right and up to fifty (50) du/ac through the attainable housing bonus. Of the twenty-five (25) permitted units, all will be workforce-income units, which allows a bonus of twenty-five (25) market-rate units. The developer may now construct fifty (50) du (25 + 25), which does not exceed the maximum fifty (50) du/ac density allowed with bonuses. The twenty-five (25) bonus units equal a bonus density of twenty-five (25) du/ac, which divided by ten (10) du/ac per story equals two and one-half (2.5), rounded to three (3) bonus stories.

(C) *[Moderate workforce-income unit bonus.]* Bonus of three (3) market-rate dwelling units for each moderate workforce-income unit up to the maximum density allowed in the district. One (1) additional story shall be permitted for every ten (10) du/ac of bonus market-rate units that are awarded, or fraction thereof.

Example: a one-acre lot within the SFED-MU District is permitted to build twenty-five (25) du (25/ac) by right and up to fifty (50) du/ac through the attainable housing bonus. Of the twenty-five (25) permitted units, the developer incorporates eight (8) moderate-income units, which allows a bonus of twenty-four (24) market-rate units. The developer may now construct forty-nine (49) du (25 + 24), which does not exceed the maximum fifty (50) du/ac density allowed with bonuses. The twenty-four (24) bonus units equal a bonus density of twenty-four (24) du/ac, which divided by ten (10) du/ac per story equals two and four-tenths (2.4), rounded to three (3) bonus stories.

(D) *[Low-income unit bonus.]* Bonus of five (5) market-rate dwelling units for each low-income unit up to the maximum density allowed in the district, provided that no additional bonus units are available for providing low-income units in excess of fifteen (15) percent of the number of dwelling units in the building. One (1) additional story shall be permitted for every ten (10) du/ac of bonus market-rate units that are awarded, or fraction thereof.

Example: a one-acre lot within the SFED-MU District is permitted to build twenty-five (25) du (25/ac) by right and up to fifty (50) du/ac through the attainable housing bonus. Of the twenty-five (25) permitted units, the developer incorporates five (5) low-income units, which allows a bonus of twenty-five (25) market-rate units. The developer may now construct fifty (50) du (25 + 25), which does not exceed the maximum fifty (50) du/ac density allowed with bonuses. The five (5) low-income units also does not exceed 15 percent of the number of units in the building (five (5) units is ten (10) percent of fifty (50) units). The twenty-five (25) bonus units equal a bonus density of twenty-five (25) du/ac, which divided by ten (10) du/ac per story equals two and one-half (2.5), rounded to three (3) bonus stories.

~~(E) [Combined bonuses.] Bonuses may be combined for providing different degrees of attainable housing within one development site.~~

~~(F) [Eligibility requirements.] In order to be eligible for density and height bonuses under this section, the developer shall first guarantee the attainability of the unit for the specified income level as either rental or owner-occupied housing for a period of at least thirty (30) years via a restrictive covenant in a form acceptable to the city attorney may require. The city commission may establish a one-time fee applicable to each development that receives bonus units to offset the cost of administering the attainable housing program.~~

Sec. 305-10. Applicability.

All City buildings greater than 50,000 square feet in enclosed floor area shall comply with the requirements of this article.

Sec. 305-50. Sustainable building practices; voluntary green building/development program.

~~(A) Overview. The CRA green building/development program is a voluntary program that developers may choose to participate in, for which incentives outlined in this section shall be awarded. Development incentive credit for sustainable ("green") building practices be awarded based upon qualifying site design, construction and possibly, as applicable, operational practices.~~

Sec. 305-20. Green building; green building practices.

~~(B) Green building; green building practices. Green building practices refers to building and building site design, materials and construction techniques that minimize demand for nonrenewable material and energy resources, water consumption, and minimize the generation of waste products, pollution, and stormwater runoff. Green building practices are generally consistent with the techniques used to achieve certification of construction and development through third-party the green building and development certification programs including of the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED), and the Florida Green Building Coalition, and Florida Green Lodging.~~

~~(C) Rating organizations. This program awards credits based on selected third-party green building/development certification programs, including, but not limited to, the Florida Green Building Coalition, Florida Green Lodging, and U.S. Green Building Council Leadership in Energy and Environmental Design (LEED).~~

Sec. 305-30. Third party certification required.

(A) The City shall formally apply for third-party certification with the selected third-party green building/ development rating organization, which includes meeting all the submittal, application and fee requirements for the selected third-party certification.

(B) Projects subject to this article must achieve at least a gold-level certification.

~~(D) Approval of established third-party standards. Applicants seeking to participate in the voluntary green building/development program are required to schedule a preliminary~~

~~development application meeting with the community development director. At the preliminary development application meeting, the applicant shall identify the third-party green building/development standards proposed to be incorporated in the project design and implementation, and provide a copy of the standards to city staff the community development director for review. If the standards of a third-party certification program other than those listed in [subsection] (B) are proposed, the city staff [and] the community development director will review the standards of the rating organization certification program intended to be used by the applicant and notify the applicant if the proposed program and standards are accepted or rejected for the voluntary green building/development program.~~

~~(E) *Review process and certification options.* Applicants seeking to participate in the voluntary green building/development program must choose to either:~~

- ~~(1) Formally apply for third-party certification with a selected third-party green building/development rating organization approved by the community development director, which includes meeting all the submittal, application and fee requirements for the selected third party certification; or~~
- ~~(2) As an alternative to formal application for third-party organization certification the applicant may participate in the city's cost recovery green building/development review process. The community development director shall review and verify the third-party green building/development standards proposed to be incorporated in the project design and implementation. The applicant shall document compliance with all of the third-party certification criteria to the satisfaction of the community development director.~~

~~(F) *Minimum submittal requirements for applying for voluntary green building or development program/receipt of incentives.* Site development plan submittal requirements to participate in the voluntary green building/development program shall include the following:~~

- ~~(1) Documentation that the applicant has participated in the preliminary development application meeting and has received approval from the community development director to utilize the third-party green building/development standards used in the site development plan submittal.~~
- ~~(2) Written statement identifying the review option selected by the applicant (demonstration of formal third-party certification of the project, or community development director verification of project compliance with third-party green building/development standards through cost recovery based review).~~
- ~~(3) A completed residential green development/building checklist, with a narrative explanation of how the green building measure is being incorporated.~~
- ~~(4) The city shall require that the proposal exceed the number of points necessary for incentive credit under this section by a margin to be established administratively for each third-party certification program. The intent is to ensure certification as best possible in the event that a given green measure fails to qualify after construction is completed.~~
- ~~(5) A notarized affidavit from the project architect demonstrating that the approved green building measures have been incorporated into the project plans.~~
- ~~(6) Project site and engineering plans that clearly detail all green building measures which are intended to qualify for incentives.~~

- ~~(7) A notarized affidavit certifying that a green building expert professional certified or accredited by a third-party green building and development rating organization deemed acceptable by the community development director is a part of the development team and shall remain part of the project team throughout its duration (i.e., from the design stage through final building inspection/issuance of certificate of occupancy).~~

~~(G) Incentives.~~

- ~~(1) Developments that meet all of the criteria for certification under a third-party program, in accordance with [subsection] (D) above, plus the additional point margin to be established administratively by the city, shall be awarded four (4) stories and twenty-eight (28) du/ac as a bonus, subject to the maximum height and density limitations of the applicable district, as well as a five (5) percent impervious area bonus.~~
- ~~(2) Developments that qualify for at least one-half (½) of the total number of points required for third-party certification pursuant to subsection (E)(2), plus the additional point margin to be established administratively by the city, shall be awarded two (2) stories and fourteen (14) du/ac as a bonus, subject to the maximum height and density limitations of the applicable district.~~

~~(H) Performance bond. Participants in the voluntary green building program, prior to issuance of a Certificate of Occupancy, shall post a performance bond, letter of credit or other form of surety approved by the city attorney.~~

- ~~(1) The amount of the required performance bond, letter of credit or other approved form of surety shall be calculated as follows for projects seeking the incentive bonus for meeting third-party certification requirements:~~
- ~~(a) Four (4) percent of the total cost of construction for a development of less than one hundred thousand (100,000) square feet of building area.~~
- ~~(b) Three (3) percent of the total cost of construction for a development of up to two hundred thousand (200,000) square feet of building.~~
- ~~(c) Two (2) percent of the total cost of construction for any building greater than two hundred thousand (200,000) square feet.~~
- ~~(2) The amount of the required performance bond for projects seeking an incentive bonus for earning at least one-half of the points needed for third-party certification shall be one-half (½) of the bond amount required in paragraph (1).~~
- ~~(3) In the event the completed development does not achieve the third-party certification or the number of points for which the incentive bonus was based, a portion of the surety shall be forfeited in an amount equal to the percentage of the required third-party point total not earned. However, if the development does not qualify for at least ninety (90) percent of the number of points required to earn the bonus, the entire bond amount shall be forfeited.~~
- ~~(4) The city may call on the performance bond if:~~
- ~~(a) The third-party certification is not achieved within one (1) year of the city issuance of the certificate of occupancy for the building; or~~

- ~~—(b)—~~ In the case of city verification of credits in accordance with paragraph (G)(2), if the community development director determines that the development does not qualify for the credits upon which the incentive bonus is based within one (1) year of the city issuance of the certificate of occupancy for the building. Funds that become available to the city from the forfeiture of all or part of the surety shall be placed in the sustainable development fund established by the city, which shall be used to fund sustainable and energy efficient city initiated capital projects including, but not limited to, water efficient landscaping, open space acquisition and improvements, traffic calming, public transportation related improvements, pollution mitigation, sustainability improvements to public facilities, or similar improvements as deemed appropriate by the city commission.

Sec. 305-60. Provide public parking.

~~Bonus of one (1) story, five (5) du/ac, and two and one half (2.5) percent impervious area for each ten (10) public parking spaces provided to the city for public parking use through city approval of dedication of the spaces for public use, or for payment in lieu of off-street parking in accordance with section 265-92 through provision of a shared parking agreement in a form approved by the city attorney, which shall restrict the spaces for public use, and shall run with the subject property in perpetuity. The intensity bonus shall not exceed the maximum height, density and minimum impervious area limitations of the applicable district.~~

Sec. 305-70. Incentives for public parks.

- ~~(A) In the City Center District and the Gateway Mixed-Use District, a development may be eligible for a density and height bonus not to exceed a maximum of two (2) stories and thirty (30) du/ac subject to the maximum density and height limitations established under the applicable zoning district. The public park incentive fee shall be calculated pursuant to section 305-70(B), which shall be applied to the city's park fund for park land acquisition or park improvements. The full public park incentive fee shall be paid in order to exercise any density or height bonus or combination thereof, under this section. The full public park incentive fee shall be paid regardless of whether the use of the density or height bonus is limited by the maximum density or height established under the applicable zoning district or the applicant chooses not to exercise portions of the height or density bonuses. Eligibility for a density and height bonus under this section shall require development containing a minimum of twenty-five (25) dwelling units.~~
- ~~(B) The public park incentive fee shall be equal in value to fifty cents (\$0.50) per square foot of estimated residential gross floor area.~~
- ~~(C) For purposes of this section, residential gross floor area shall be defined as the sum of the habitable horizontal area of all residential floors of all stories of a residential building or structure under a roof, and including, interior amenity areas, clubhouses, lobby areas however excluding private garages, maintenance areas, utility areas, operational areas, storage closets, electrical and mechanical facilities, balconies, stairwells, elevators, basements and subbasements, covered parking, loading areas, and parking structures.~~
- ~~(D) The contributions referenced in this section are calculated in 2014 dollars and shall be adjusted by the Consumer Price Index on an annual basis.~~

~~(E) Payment of the public park incentive fees shall be made prior to issuance of a building permit.~~

ARTICLE 310. BUILDING TYPES

Sec. 310-10. Residential building types.

- (A) *Single-family detached dwelling.* A detached dwelling unit located upon its own lot, having usable front, side and rear yards. This building type has the greatest setback from the street of all residential types, and the greatest overall combined yard area. This type is appropriate in established neighborhoods predominated by single-family detached dwellings and two-family dwellings. A porch frontage or balcony over porch frontage is required.
- (B) *Two-family (duplex) dwelling.* A dwelling containing two (2) dwelling units that may be attached vertically or horizontally. A porch frontage or balcony over porch frontage is required. See section 525-40 for design standards applicable to two-family dwellings.
- (C) *Mansion apartment house.* Three (3) or more apartments within a dwelling designed to appear like a large single-family detached dwelling with usable front, side and rear yards. The apartment units may be arranged vertically, horizontally, or both. Parking is permitted in the rear yard and one side yard. Side yards must be fenced. See section 525-40 for design standards applicable to mansion apartment houses.
- (D) *Rowhouse dwelling.* A dwelling containing three (3) or more dwelling units built close to the street line, and attached side-to-side with each unit spanning the front yard to rear yard. All units must front a public street. Ground-floor units must access the street frontage through a porch, dooryard or stoop frontage. When designed with party walls and one (1) unit from ground to roof, townhouse units may be owned in fee simple with the land upon which situated. Stacked townhouses or stacked flats take on the same form as townhouse buildings, except that upper-floor units are accessed from internal foyers connecting to stairwells. Maximum height is five (5) stories. Parking is in the rear. Side yards must be fenced or garden/street wall used unless the yard is used for driveway access to the rear yard.
- (E) *Apartment building.* A dwelling located at, or close to, the street line, containing four (4) or more apartment units. This type is also used for hotels without commercial uses. Numerous configurations are possible, using double loaded corridors or lobbies on each floor, off of which units are accessed, or courtyard frontages where units are accessed directly from the courtyard. Apartment buildings must have a minimum two (2) stories and can take the form of high-rise towers. Dooryard, stoop, or balcony over porch frontages must be used. Apartment buildings under five (5) stories in height must provide individual access to each ground-floor unit fronting the street. Apartment buildings five (5) stories and higher may

provide a central lobby entrance instead, using a permitted frontage type. The upper stories of an apartment building may be the same as those for a commercial/mixed-use building. Parking shall be in the rear, and may include structured parking. Interior side yards must be fenced or street wall used pursuant to section 307-30 unless the yard is used for driveway access to the rear yard.

Sec. 310-20. Nonresidential and mixed-use building types.

- (A) *Commercial/mixed-use building.* A building located at or close to the street line, with ground floor devoted to commercial use, and upper floors devoted to commercial, lodging, or residential use, provided that commercial use floors shall not be located above residential use floors. Interior side yards must be fenced or a garden/street wall used unless the yard is used for driveway access to the rear yard. The shopfront or modified shopfront are the permitted frontage types, provided that modified shopfronts are not permitted within the City Center core.
- (B) *Live/work building.* A building containing the primary places of work for occupants of attached dwelling units. Live/work buildings are located at or close to the street line, characterized by ground floor work units each connected to a dwelling unit located behind the work unit on the ground floor, above the work unit on an upper floor, or both. Work spaces may extend to upper floors. Additional work units and residential units may be located on upper floors, provided that work units and dwelling units are each stacked, such that no residential unit shares a floor or ceiling with a work space other than the one to which it is connected. Permitted frontage types are shopfront and modified shopfront. Interior side yard requires a garden/street wall unless the yard is used for driveway access to the rear yard.
- (C) *Civic building.* A building containing public governmental or civic uses such as governmental centers, schools, museums, convention centers, performing arts centers, or places of worship. Civic buildings represent physical symbols of the city's social, cultural, educational, and governmental activities. The physical composition of civic buildings should result in distinction from common buildings used for dwelling and business. The building should be situated prominently on its site, many times set back from the street with public open space. Therefore, new civic buildings and alterations to existing civic buildings require city commission approval of the building design, orientation and placement upon the lot. Accordingly, the city commission may waive the following requirements of the CRA form-based zoning regulations to the extent that the proposed site plan furthers the intent of this subsection:
 - (1) District site development standards;
 - (2) Architectural design standards;
 - (3) Frontage type standards.



Figure 310- 1. This building is viewed across a public plaza, complimenting its prominent architecture and announcing that it is a place of civic importance.



Figure 310- 2. This illustrates the strategic and prominent positioning of a civic building at the end of a view corridor, centered on its site, the use of symetry and open space to frame the building.



Figure 310-3 This building is viewed across a public plaza, complimenting its prominent architecture and announcing that is a place of civic importance.

ARTICLE 311. FRONTAGE TYPES

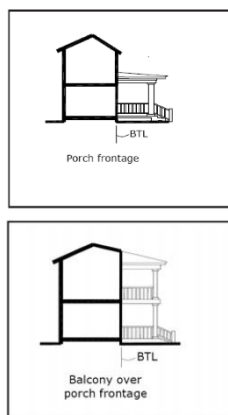
Sec. 311-10. Generally.

- (A) The front of every building must face a street. The rear of a building, loading zones, overhead doors and service entries are prohibited on street-facing façades.
- (B) Buildings shall provide a permitted frontage type along the street frontage. All principal buildings shall have a principal entrance opening to a public sidewalk along a street, public plaza, or private courtyard that opens to the street, consistent with a permitted frontage type.

The principal entrance shall not open onto a parking lot. Furthermore, all buildings must provide entrances to individual ground-story shopfronts or dwelling units along the public sidewalk, plaza or courtyard unless otherwise provided in the building type regulations.

- (C) Corner lots that have frontage on two (2) streets are required to have entrances only on the principal street frontage. Streets designated as primary streets in the district regulations shall always be the principal street frontage. Corner lots at the intersection of two (2) primary streets shall either treat both streets as primary frontages or shall treat the street with the longest frontage along the block face as the primary frontage.
- (D) Building façades shall be built parallel to the street line, or parallel to the tangent of a curved principal frontage line. This provision is not intended to limit or preclude alcoves or variations in the plane of the street-front façade, nor the provision of plazas.
- (E) Secondary corner streets within all districts other than the neighborhood residential district shall be treated as follows:
 - (1) The building shall be built to the BTL of both streets within thirty (30) feet of the corner unless the corner is a dedicated public plaza.
 - (2) Fenestration and architectural detailing shall be provided to the greatest extent possible along the secondary street pursuant to the applicable frontage type and design standards. Any portion of the secondary street frontage not built to the BTL shall provide a minimum five-foot-wide planting strip placed at the back edge of the sidewalk, and a street wall shall be built at the back edge of the planting strip pursuant to the design standards of this article.
- (F) All stories above the ground story shall provide between thirty (30) and sixty (60) percent fenestration.

Sec. 311-20. Frontage type definitions and standards.

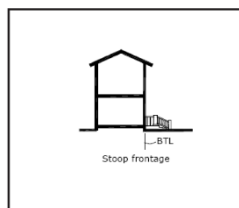
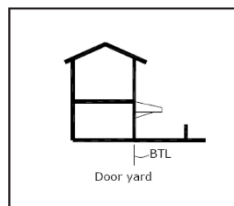


- (A) *Porch frontage.* A covered entry and outdoor room, elevated between eighteen (18) inches and three (3) feet above the sidewalk, used in conjunction with front yards, that may extend forward of the building façade as a yard encroachment. A low fence no more than three (3)

feet above the sidewalk may be used at the edge of the sidewalk in combination with a porch when the porch is set back from the sidewalk. Alternatively, a retaining wall not higher than three (3) feet may be used to raise the front lawn with steps leading through the retaining wall connecting the sidewalk with porch, provided that adequate on-site stormwater retention is provided. A variety of porch designs are possible using the following standards:

- (1) Eight (8) feet minimum depth;
- (2) Twelve (12) feet minimum width;
- (3) Eight (8) feet minimum vertical clearance from floor to ceiling for retrofits, but ten (10) feet is ideal.

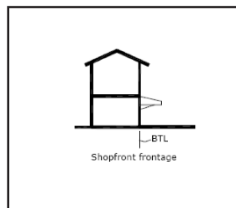
- (B) *Balcony over porch frontage.* A frontage where the second-floor balcony or terrace extends completely above the first-floor porch and forms its roof. This pattern may be repeated up to and including a fourth floor.



- (C) *Dooryard frontage.* A shallow yard, generally eight (8) to twelve (12) feet in depth, open to the sky, separates the sidewalk and building façade. Accordingly, the minimum street setback is eight (8) feet and the maximum street setback is twelve (12) feet, except that a greater BTL may be required in district edge conditions. The yard may be at grade and separated from the sidewalk by a low decorative translucent fence of four (4) feet maximum height, or a terrace elevated not more than three (3) feet above the sidewalk that may also utilize a low decorative translucent fence. Residential dooryards can be open for the use of the dwelling occupants, but should be landscaped for greatest privacy. A terrace is suitable for an outdoor café as the eyes of diners are at the same level as passersby on the sidewalk. Upper-story balconies may extend up to four (4) feet forward of the BTL.
- (D) *Stoop frontage.* An exterior stair and landing at a building entrance that extends forward of the BTL as an encroachment, located close to the street line and elevated between one (1) and eighteen (18) inches and three (3) feet above the sidewalk, securing privacy for the windows and front rooms, and demarcating a vertical transition from public to private realms. This type is suitable for ground-floor residential use, and may be interspersed with the shopfront

frontage type. The street setback for a stoop frontage shall be the depth of the stoop, which shall be not less than four (4) feet and not more than eight (8) feet, unless the standards for a given district require a BTL that is further back from the street line, in which case the stoop shall not encroach further than six (6) feet forward of the BTL. Upper-story balconies may extend up to four (4) feet forward of the BTL. A variety of stoop designs are possible with the following standards:

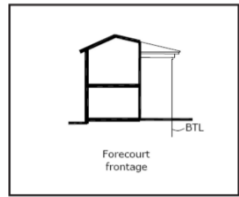
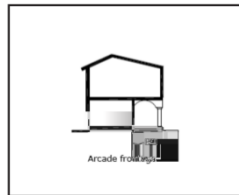
- (1) Three (3) feet minimum platform depth, four (4) feet minimum overall depth;
 - (2) Three (3) feet minimum width;
 - (3) Stoops must correspond directly to the building entry(ies);
 - (4) Stoops may be covered by an awning or shed-type roof extending up to five (5) feet forward of the building façade for the width of the stoop.
- (E) *Shop frontage and modified shop frontage.* A frontage in which a highly fenestrated façade is placed at or near the street line and the entrance is at sidewalk grade.



- (1) The shopfront type is conventional for retail use, and requires a minimum of seventy (70) percent translucent glazing on the ground floor, with the window bottoms no higher than two (2) feet above the sidewalk. The modified shop frontage requires between thirty (30) and seventy (70) percent translucent glazing on the ground floor between three (3) and eight (8) feet above sidewalk grade. The modified shopfront is ideal for ground-story office use and live/work units. Modified shop fronts are not permitted within the core of the City Center District, and shall not be utilized for buildings intended to house retail uses.
- (2) Shopfront store entrances should be recessed, not flush, with the edge of the building façade, to provide shelter for persons entering and exiting, to articulate the façade, and to provide maximum window display area at the entrance (the recess allows the angling the shop windows at a forty-five-degree angle from the façade to the entry). Modified shop front entries should not be recessed.
- (3) Street frontage façades shall have entryways at reasonable intervals, typically no more than fifty (50) feet apart. Ground level façades that face the street shall be designed with entrances, windows, display windows, or other display devices.
- (4) Shopfronts and modified shopfronts must be combined with one (1) of the following elements:
 - (a) Gallery roofs (attached cantilevered shed or lightweight colonnade) are required to overlap the sidewalk to within three (3) feet of the curb face. The gallery roof may

form a balcony for an upper floor. This pattern may be repeated for up to four (4) stories.

- (b) Awnings, which may be constructed of flexible or rigid materials, shall project from the building façade a minimum of seven (7) feet forward of the façade, and may extend over the sidewalk to within one (1) foot of the street tree planting trench or grates. Awnings shall extend along a minimum of eighty (80) percent of the building frontage, excluding recesses from the BTL for forecourts and courtyard frontages. Balconies on upper stories shall not project forward of the BTL with shopfront/awning frontage.

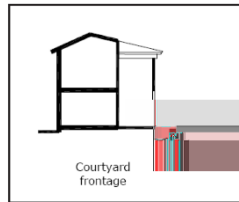


- (c) Arcades are colonnades supporting habitable space above, that extend a minimum ten (10) feet forward of the ground story façade at all points, and overlap the sidewalk. The arcade may extend to within three (3) feet of the curb face (provided there is no conflict with street trees and street light poles), or may be set back further provided there is a minimum ten (10) feet between the curb face and colonnades. The ground floor façade shall be located at the BTL, or behind the BTL if permitted by the applicable district regulations. Upper stories of the building may be built over the arcade.

(F) *Forecourt frontage*. This frontage type is permitted as a supplemental frontage for commercial/mixed-use and live-work buildings. This frontage type features a façade that is built to the BTL but with the central portion being recessed and uncovered. This type must be used in conjunction with other frontage types. A forecourt may be used sparingly in conjunction with a shopfront, gallery or arcade frontage, and is suitable for gardens, outdoor dining, or in some cases, vehicular dropoff. A fence or wall at the BTL, not exceeding four (4) feet in height with a pedestrian opening, may be provided to define the space of the court. A variety of forecourt designs are possible with the following standards:

- (1) The court must be between ten (10) feet and thirty (30) feet in depth, and between ten (10) feet in width and not wider than fifty (50) percent of the building's street frontage.
- (2) Courts between ten (10) feet and fifteen (15) feet in depth should be at least seventy-five (75) percent paved and enhanced with landscaping.

- (3) Courts between fifteen (15) feet and thirty (30) feet in depth must be designed with a balance between paving and landscaping, such that the paved area should comprise between fifteen (15) and seventy-five (75) percent of the court.



(G) *Courtyard frontage.* This frontage type is permitted as a supplemental frontage for commercial/mixed-use, live-work and apartment buildings. Courtyard buildings are actually building types as much as they are frontage types, but are treated as frontage types because they can be combined with multiple building types. Courtyards are frontage and building type combination in which the building substantially occupies the boundaries of its lot, and the building frontage opens up into an internal yard provided in the form of a courtyard.

- (1) The courtyard entrance may be fully open to the street or may be accessed through a wide opening in the façade over which upper stories extend. The courtyard may be defined by a single building or multiple buildings on the lot that are arranged so as to enclose the courtyard on three (3) or four (4) sides, or may enclose the courtyard at least two (2) sides, forming a linear courtyard that extends between parallel block faces or between a street to a parking facility, much like a wider and more functional version of a paseo. A linear courtyard frontage is useful in linking two parallel streets, such as Federal Highway and East or West 1st Avenues, and may be used in lieu of a paseo. Most typically, courtyards are enclosed on three (3) sides by a single building that is roughly "U" shaped.
- (2) In a commercial block, this type should be used sparingly in conjunction with other frontage types, with the sum total of actual courtyard openings along a block limited to twenty (20) percent of the block face. A courtyard is suitable for gardens, outdoor dining, or in some cases, a vehicular drive. A fence or wall at the street line not exceeding four (4) feet in height with a pedestrian opening may be provided to define the space of the court.
- (3) The courtyard width must be at least fifteen (15) feet and not more than fifty (50) feet, and the courtyard opening to the street must not comprise more than fifty (50) percent of the building width at the BTL (or in the case of a linear courtyard, the combined width of buildings on each side of the courtyard).
- (4) Courtyards must be designed with a balance between paving and landscaping, such that the paved area should comprise no more than fifty (50) percent of the courtyard.
- (5) All ground-floor dwelling units or nonresidential suites fronting the courtyard shall have primary access from the courtyard. Upper-level units may also have access from the courtyard via exterior stairways. Use of double loaded corridors is discouraged, in favor of having all units/suites fronting either the street, courtyard or both with external direct access to each unit or suite.

- (6) The courtyard frontage in combination with an apartment building requires a minimum setback of ten (10) feet from any interior lot line wherever windows will face such property lines. A minimum five-foot-wide landscape buffer shall be provided along such lot lines to create privacy.
- (7) The street BTL for courtyard frontages shall be the same BTL required for shopfront, porch or stoop frontages used in combination with the courtyard.
- (8) Nonresidential courtyards shall be accessible to the public for at least the time of normal business hours.
- (9) Required street frontages shall be continued throughout the courtyard, with entries to the courtyard, business and storefronts within the courtyard designed and lighted so they are safe and visible to courtyard guest, avoiding hiding places.
- (10) Courtyards should provide at least one sitting place for each one hundred (100) square feet of courtyard in addition to any permitted outdoor dining provided.
- (11) Courtyards should have adequate mix of sun vs. shaded area; no more than fifty (50) percent of the courtyard should be covered with a roof.
- (12) No vehicular access, loading, or parking is permitted.
- (13) At least ten (10) percent of the courtyard surface shall be landscaped. Shade trees and gardens are encouraged.

ARTICLE 312. CIVIC OPEN SPACE; STANDARDS AND GUIDELINES

Sec. 312-10. Generally.

The following areas shall qualify as open space to satisfy minimum open space requirements and qualify for open space incentives: landscaped areas; plazas; courtyards; pocket parks; and paseos. All such areas must comply with the standards of this article and the urban design standards of article 525 in order to satisfy open space requirements and qualify for incentive bonuses pertaining to provision of open space.

Sec. 312-20. Plazas.

- (A) *Definition.* Plazas are pedestrian-friendly open spaces that extend the public realm from the street or sidewalk to the main entry of an adjacent building. Plazas are designed to facilitate public gatherings and congregations. Plazas are usually provided in front of a multistory building, which incorporate urban design elements such as special pavers, public art, architectural elements and water features.
- (B) *Size.* Plazas shall be a minimum of two thousand, five hundred (2,500) square feet in area.
- (C) *Location.* Plazas and civic open spaces shall generally be located along major thoroughfares and intersections and shall not interfere with vehicular traffic, pedestrian flow or building activities. Plazas are encouraged in the CC, EDBB-MU, NBHD-MU, and SFED-MU districts to facilitate public gatherings and public congregation.

Figure 312-1



Figure 312-2



- (D) *Access.* Plazas should abut public areas and be physically and visually accessible from the public sidewalks. Security fences, walls, and entry gates should not block the sidewalk edge of the plaza or views into the plaza. The plaza shall be accessible to the public for at least the time of normal business hours. Vehicular access, loading, or parking within the plaza is prohibited. Emergency access drives will be considered through plaza upon review of integration into plaza design.
- (E) *CPTED design.* Adjacent development should be designed with crime prevention through environmental design (CPTED) principles, including natural surveillance considerations, furthered through building orientation and access to the park, and fenestration, in order to encourage use and ensure security. There should be no potential hiding places. Special features, and medium size vegetation shall be implemented with this in mind. Adequate security lighting shall be provided to aid in natural surveillance and crime deterrence.
- (F) *Building walls.* Ground-level façades facing a plaza shall avoid blank walls that are devoid of generous glazing and entrances.
- (G) *Rooftop plazas.* Rooftops can be used for open space, including sun decks, pool decks, tennis courts, gardens, and outdoor cafes/restaurants. Rooftop open space does not qualify [as] open space credit, although it may qualify for credit as a green building practice.
- (H) *Water features.* A water feature or public art is required for the open space incentive bonus. The use of water, in a variety of forms adds aesthetic value to the area and a sense of respite. Water features help to mask inhospitable noise, direct attention, cool the microclimate of a space and create a positive image of the area. They can be freestanding features or attached to a building wall. The visual aesthetic shall be carefully considered when designing water features. A variety of water feature effects are encouraged, such as the use of bubblers, sprays,

falls, and mists. Lighting should accompany water features to add visual interest during nighttime hours and additional security. All water features must conform to local codes and regulations, and shall not have exposed mechanical or electrical equipment.

Figure 312-3



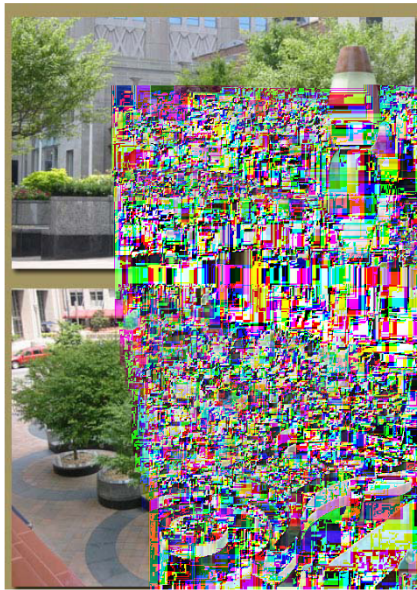
- (I) *Public art.* Public art, as defined in section 725-30, is encouraged adjacent to public sidewalks and in open spaces to create identity and to celebrate the local art community in Dania Beach. The inclusion of public art or water feature is required for the open space incentive bonus. Any public art shall be free of sharp edges or obstructive elements that might cause physical harm. Public art shall be permitted within public pedestrian corridors or sidewalks upon the approval of the public services director and approval of necessary encroachment license and maintenance agreement in a form acceptable to the city attorney.
- (J) *Special paving.* Special paving is an important element within an urban setting. It defines space along the ground plane and contributes to a place's unique sense of identity. Special paving shall be incorporated into plazas and other open spaces. Paving materials shall reflect the intensity of expected pedestrian traffic, aid in circulation routes and create identifiable ground plane associations. There are a variety of materials, colors and shapes available for special paving. Careful consideration should be made in the selection of the materials, colors and shapes for special paved areas, especially in area dedicated for public use.
- (K) *Shading.* Plazas should have adequate mix of sun vs. shaded area. No more than forty (40) percent of the plaza shall be covered with a roof. At least ten (10) percent of the plaza's surface shall be landscaped to provide heat relief.
- (L) *Seating.* Plazas shall provide at least one (1) sitting place for each two hundred (200) square feet of plaza in addition to any permitted outdoor dining provided.

Sec. 312-30. Pocket parks.

- (A) *Definition.* A small, mostly passive, urban park that offers shaded seating and can include water features, art or a small playground, and can offer relief from the urban hardscape. Pocket parks may be utilized as an urban agricultural garden pursuant to sections 302-10 and 312-50. They can also serve as tot-lots for adjacent residences.
- (B) *Size.* Pocket parks range in size from at least two thousand five hundred (2,500) square feet to approximately one-quarter ($\frac{1}{4}$) acre.
- (C) *Location.* Pocket parks should abut streets and be physically and visually accessible from the public sidewalks.

- (D) *CPTED design*. Adjacent development should be designed with crime prevention through environmental design (CPTED) principles, including natural surveillance considerations, furthered through building orientation and access to the park, and fenestration, in order to encourage pocket park use and ensure security. There should be no potential hiding places. Special features and medium-size vegetation shall be implemented with this in mind. Adequate security lighting shall also be provided to aid in natural surveillance and crime deterrence.
- (E) *Access*. The pocket parks shall be accessible to the public for at least the time of normal business hours. A pocket park shall be exclusive of any vehicular access, loading and parking areas.
- (F) *Seating*. Pocket parks shall provide at least one (1) sitting place (i.e. seat for one (1) person) for each two hundred (200) square feet.
- (G) *Shade*. An even mix of sun and shade coverage is encouraged.
- (H) *[Playground equipment.]* Plastic playground equipment is discouraged.
- (I) *Amenities*. The park shall provide a water feature, public art, or playground equipment for incentive credit.

Figure 312-4



Sec. 312-40. Courtyards.

See courtyard frontage type under building frontage type standards.

Sec. 312-50. Urban agricultural garden.

Urban agricultural gardens are plots of land gardened by a group of people. Such gardens include small gardens where people grow vegetables, as well as tiny street beautification planters on urban street corners. For all their diversity, however, most community gardens share at least four (4) elements in common: land (or a place to grow something); plantings; gardeners; and some sort of organizing arrangements. Land for a community garden can be publicly or privately held. One (1) strong tradition in community gardening in urban areas is cleaning up abandoned vacant lots and turning them into productive gardens. Alternatively, community gardens can be seen as a health or recreational amenity and included in public parks, similar to ball fields or playgrounds.

Section 3. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this Ordinance be codified in municode.com.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____ 2023.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

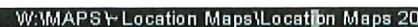
ATTEST:

ELORA RIERA, MMC
CITY CLERK

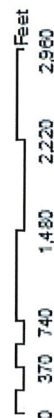
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



SUBJECT PROPERTY





City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 09/07/23

Petition No.: TX-042-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: AMEND THE CITY'S LDC TO REDUCE THE BUILDING HEIGHT AND DENSITY WITHIN THE FORM-BASED ZONING DISTRICT (RAC)
Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

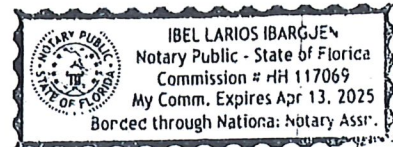
BEFORE ME THIS 14th DAY OF September, 2023

By:

Eleanora Norena.
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida.)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

NOTICE OF PUBLIC HEARING CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, September 26, 2023

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-042-23:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) to reduce building height and density within the form-based zoning districts (First Reading).

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 "LAND DEVELOPMENT CODE"; AT PART 3, "SPECIAL ZONING DISTRICTS"; SUBPART 1 "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS" TO PROVIDE SPECIFIC REGULATIONS FOR THE 4,000 RAC UNITS AUTHORIZED BY BROWARD COUNTY TO BE ALLOCATED TO THE CRA FORM BASED CODE ZONING DISTRICT THROUGH THE CITY'S COMPREHENSIVE PLAN AMENDMENT TO BE ADOPTED IN DECEMBER 2023, TO PROVIDE FOR A SPECIFIC FORM BASED REGULATION FOR THE 4,000 NEW RAC UNITS; AND PROVIDING FOR A VESTING OF THE 2010 RAC UNITS APPROVED UNDER ORDINANCE NO. 2010-007 (ADOPTED ON 9/28/10) UNDER THE REGULATIONS OF THIS SUBPART AS THEY EXISTED IN SUPPLEMENT 154 OF THE DANIA BEACH CODE OF ORDINANCES, DATED NOVEMBER 30, 2022, PUBLISHED BY MUNICIPAL CODE CORPORATION; AND SPECIFICALLY AMENDING THE CRA FORM BASED CODE FOR THE 4,000 UNITS TO ELIMINATE INCENTIVES PROVIDE FOR MANDATORY GREEN CODE REQUIREMENTS AND CLARIFICATIONS, INCLUDING THE FOLLOWING REVISIONS: AMENDING 300-30, ENTITLED "HOW TO DETERMINE THE BUILDABLE AREA OF A LOT, ALLOWABLE DENSITY AND BUILDING HEIGHT"; AMENDING SECTION 300-60, ENTITLED "OTHER DEVELOPMENT REGULATIONS"; AMENDING SECTION 300-80, ENTITLED "INTENT"; AMENDING SECTION 301-20, ENTITLED "APPLICABILITY"; AMENDING SECTION 301-40, ENTITLED "SITE PLAN PROCEDURES"; AMENDING SECTION 301-50, ENTITLED "VARIATIONS IN DESIGN; PROCEDURE FOR REVIEW OF DESIGN VARIATIONS"; AMENDING ARTICLE 303, ENTITLED "DISTRICT DEVELOPMENT STANDARDS"; AMENDING SECTION 303-30, ENTITLED "ILLUSTRATED DEVELOPMENT STANDARD DEFINITIONS; INTERPRETATION"; AMENDING THE FOLLOWING SECTIONS: 303-40, ENTITLED "CITY CENTER (CC) DISTRICT"; SECTION 303-50, ENTITLED "NBHD-MU, NEIGHBORHOOD MIXED-USE DISTRICT"; SECTION 303-60, ENTITLED "EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT"; SECTION 303-70, ENTITLED "GTWY-MU, BEACH GATEWAY MIXED-USE DISTRICT"; SECTION 303-80, ENTITLED "SFED-MU, SOUTH FEDERAL HIGHWAY CORRIDOR MIXED-USE DISTRICT"; SECTION 303-90, ENTITLED "NBHD-RES, NEIGHBORHOOD RESIDENTIAL DISTRICT"; SECTION 303-100, ENTITLED "MARINE DISTRICT"; ARTICLE 304, ENTITLED "BUILDING HEIGHT AND TRANSITION REGULATIONS"; AT SECTIONS 304-10, ENTITLED "GENERALLY"; SECTION 304-20, ENTITLED "RULES OF HEIGHT TRANSITION FROM RESIDENTIAL ZONING DISTRICTS"; STRIKING SECTION 304-30, ENTITLED "RULES OF HEIGHT TRANSITION ADJACENT TO FEC RAILROAD CORRIDOR"; RENAMING ARTICLE 305 FROM "INCENTIVES" TO "SUSTAINABLE BUILDING REQUIREMENTS"; STRIKING SECTION 305-10 "APPLICABILITY"; STRIKING SECTION 305-20 ENTITLED "SCHEDULE OF INCENTIVES"; STRIKING SECTION 305-30 ENTITLED "INCENTIVES FOR PROVIDING PUBLIC OPEN SPACE"; STRIKING SECTION 305-40, ENTITLED "INCENTIVES FOR PROVIDING ATTAINABLE HOUSING"; STRIKING SECTION 305-50, ENTITLED "SUSTAINABLE BUILDING PRACTICES"; CREATING A NEW SECTION 305-10 ENTITLED "APPLICABILITY"; CREATING A NEW SECTION 305-20 ENTITLED "GREEN BUILDING; GREEN BUILDING PRACTICES"; CREATING A NEW SECTION 305-30, ENTITLED "THIRD PARTY CERTIFICATION REQUIRED"; STRIKING SECTION 305-60 ENTITLED "PROVIDE PUBLIC PARKING"; STRIKING SECTION 305-70 ENTITLED "INCENTIVES FOR PUBLIC PARKS"; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS"; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Property Subject of Upcoming Hearing



Application Information

Application Site: City Wide

Project: Text Amendment

Request: Amendment the City's LDC regarding building height and residential density within the form-based zoning districts.

Applicant: City of Dania Beach

Hearing Date & Time: September 26, 2023 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall,
100 West Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, Assistant Director,
(954) 924-6805 Ext. 3704



City of Dania Beach Community Development Memorandum

DATE: 9/26/2023

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: PA-072-23 Mural application review for a restaurant mural located at 318 N. Federal Highway.

Request:

To request approval of the mural permit application submitted for Grumpy Gary's at Dockers Dockers restaurant mural.

Background:

The property owner has submitted a mural application to the Community Development Department for review and approval through the Public Art Advisory Board (PAAB) and the City Commission.

The theme for this mural is "marine life" which was installed by a local artist, Penny Fedor. The applicant has proposed a mural that is visually accessible to the public, uses materials that ensure mural longevity and durability, paints on a surface and structure that is stable and ready for painting, meets standards of artistic quality and suitability for the neighborhood and uses an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather.

Budgetary Impact

None.

Recommendation

Staff is recommending approval of the proposed mural located at 318 N Federal Hwy.

PAAB Actions

The PAAB will hear this item on September 18, 2023. The Board's recommendation will be presented at the City Commission meeting.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 811-140, OF THE LAND DEVELOPMENT CODE, THE PROPERTY OWNER, COZY COVE MARINA, REQUESTS APPROVAL OF ITS MURAL LOCATED AT 318 N. FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 26, 2022, the City Commission approved Ordinance 2022-016, which amended the City's Public Art Program to include review of all murals visible to the public, whether on public property, private property, publicly funded, or otherwise; and

WHEREAS, Section 811-140 of the City's Land Development Code, entitled "Mural Guidelines" provides that the City of Dania Beach recognizes that a superior and diverse aesthetic character of the City's built environment is vital to the quality of the life of its residents, and to the economic success of its businesses; and

WHEREAS, the City of Dania Beach Public Art Program is intended to encourage a stimulating cultural environment that reflects and enhances the City's heritage, diversity, and character through public artworks integrated in the architecture, infrastructure, and landscape; and

WHEREAS, murals are an important part of the program that is to be first reviewed by the Public Art Advisory Board, which met on September 18, 2023, and approved the proposed mural depicted in Exhibit B, which exhibit is incorporated by reference into this resolution; and

WHEREAS, the City's mural guidelines are designed to assure that murals within Dania Beach enhance the appearance of the area without confusing drivers and/or pedestrians or causing any other negative impact on public safety or welfare; and

WHEREAS, the proposed mural theme for this property is a connection through music and art that depicts a colorful image of waves of music, city life and sunshine; and

WHEREAS, this mural will provide a wonderful photo opportunity for both visitors and residents of the City of Dania Beach; and

WHEREAS, all publicly viewed murals must be: (1) visually accessible to the public; (2) made of materials that ensure mural longevity and durability; (3) be painted on a surface and structure that is stable and ready for painting; (4) meet standards of artistic quality and suitability for the neighborhood; (5) that the property owner and artist have a plan for painting the mural that ensures the safety of painters and the public, and that does not impede public access. If the safety plan submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist; (6) that the artist use an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather; and (7) that the business/property owner provide a copy of a signed agreement in which the business/property owner commits to keep the mural unchanged and in good condition for a minimum of five (5) years for permanent murals; and

WHEREAS, the Public Art Advisory Board and the City Administration are recommending approval of the mural.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That pursuant to Chapter 28 “Land Development Regulations,” at Section 811-140, the City Commission approves the mural depicted in Exhibit “B.”

Section 3. That the approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions:

- A. That the artist uses an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather;
- B. That the business/property owner provide a copy of a signed agreement in which the business/property owner commits to keep the mural unchanged and in good condition for a minimum of five (5) years for permanent murals.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

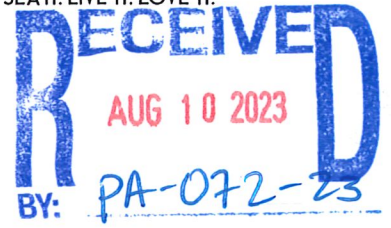
EVE A. BOUTSIS
CITY ATTORNEY

**EXHIBIT “A”
LEGAL DESCRIPTION**

COZY COVE MARINA 71-49 B MARINA

**EXHIBIT “B”
MURAL**





Mural Program Application Information

Type of Proposed Mural:

1. Mural will be on City-owned property financed with City funds.
2. Mural will be on private property financed either entirely or partly with City funds.
- ☒ 3. Mural will be on private property financed with private funds and is in public view.

Name: Gary McGeddy

Organization (if applicable): Grumpy Gary's at Dockers

Phone: 754-400-7241

Email: Grumpy Garys Dania@gmail.com

Address: 318 N Federal Hwy

Address of proposed mural: 318 N Federal Hwy

Lead artist name: Penny Fedor

Property Owner: Cozy Cove Marina

Indoor or Outdoor Mural: Outdoor

Wall material (e.g., brick, cinderblock, stucco, etc.): Stucco

Checklist: All information must be included in submittal.

☐ A notarized letter from the property owner:

- ☐ a. authorizing the placement of the mural on the building or structure; and,
- ☐ b. stating that the owner of the property will maintain, repair or remove the mural if deemed necessary, in the event the artist fails to complete the installation of the mural, or due to deterioration or damage to the mural.

☒ Lead artist's resume/qualifications and examples of previous work.

☒ Color image of mural designs, including any proposed text and exact mural dimensions.

☒ One image of the proposed site; indicate the exact location of the proposed mural on the proposed wall. Please include dimensions.

Three (3) letters of community support for the project, e.g., letters of support from neighborhood associations, individuals, and businesses etc.

☒ Statement describing the durability of the materials/paints used, taking into consideration the location and positioning of the mural.

☒ Brief description of the proposed mural installation process, including the need for scaffolding, lighting, and/or other equipment.

☒ Categorization of the mural as temporary (less than 12 months) or permanent (more than 12 months).

☒ Describe the theme/image you envision for this mural (in accordance with the mural program core areas) and how it will benefit the community.

☒ Proposed timeline for installation and completion of the mural, not to exceed six months from the date of mural approval.

☒ Proposed maintenance plan for the mural. (If the building property owner is responsible for the maintenance this must be included in the signed letter by the property owner).

By signing below, I hereby certify that all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to City of Dania Beach relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of City of Dania Beach, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by the City of Dania Beach to process this application. I further consent to City of Dania Beach, FL to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check one: I am the [☐] property owner [☒] applicant [☐] agent.

Gary M. Geddy [Signature]
(Name - type, stamp or print clearly) (Signature)

Grumpy Gargy at Dockers 318 N. Federal Hwy Dania
(Name of Firm, if agent) (Address, City, State, Zip)

Cari Brown
463 SE 11th Terrace
Dania Beach, FL 33004

August 8, 2023

RE: Support of Mural at Grumpy Gary's at Dockers

To Whom It May Concern:

I have been a resident of the City of Dania Beach for 7+ years.

I am in support of the murals at Grumpy Gary's at Dockers.

After seeing the drawing for the mural that will be on the side of their building, I feel this art piece is professional and attractive. Having this piece in Dania Beach will enhance our city.

Sincerely,

A handwritten signature in purple ink, consisting of a stylized 'C' followed by a long horizontal stroke.

Cari Brown

Mural Program Application Information

Mural will be on private property financed with private funds and is in public view

Lead Artist

- Penelope Joelle Fedor – Fedor Visuals (resume attached)

Color image of mural design

- See attached

Location of the murals with dimensions

- Mural #1 (Sea Turtle) – Southernmost lower section of the building – 46' x 8' = 368 SF
- Mural #2 (Shark) – Southernmost upper section of the building – 46' x 6' = 276 SF
- Mural #3 (Pelican) – Southern facing upper section by front of building – 6' x 10' = 60 SF

Statement describing the durability of the materials

- Behr Paint & Primer – Flat Exterior – Excellent Durability
- Varathane Ultimate Polyurethane Water Based for Concrete

Brief description of the proposed mural installation process

- Mural nearest to the ground will be done from the ground
- Murals higher will be done with a ladder, scaffolding or lift as per OSHA guidelines
- Work will be completed during daylight hours

Categorization of the mural as temporary or permanent

- Mural will be permanent

Describe the theme/image you envision for this mural and how it will benefit the community

- The image is various marine life and a marine bird. We are located in a marina and the City of Dania Beach is known for its beaches, fishing and boating. We feel this will benefit the community by allowing them to see the murals and get inspired to enrich and protect the marine life in South Florida.

Proposed timeline for completion

- Mural will be completed within 60 days

Proposed maintenance plan for the mural.

- Artist will maintain mural upon request

Natalie Ellis
121 NE 3rd street
Dania Beach, FL, 33004
natnat954@gmail.com
786-317-3116
August 10th, 2023

To whom it concerns,

I hope this letter finds you in good health and high spirits. My name is Natalie Ellis, and I am writing to express my deep appreciation for the wonderful community of Dania Beach, where I have had the pleasure of residing for the past 3 years with my husband. The warm hospitality, beautiful surroundings, and close-knit atmosphere have truly made this city our home.

I would like to take this opportunity to share an idea that I believe would add to the vibrancy and charm of our beloved city. The restaurant - Grumpy Gary's at Dockers, located near my residence is a focal point of the neighborhood. The walls of this restaurant present a unique canvas that, in my opinion, is just waiting to be adorned with an artistic masterpiece. I envision a stunning mural that captures the essence of Dania Beach – its history, culture, and the spirit of unity that defines our community.

Such a mural would not only be a source of visual delight but also a symbol of our shared pride in this wonderful city.

We kindly request that the city consider supporting and facilitating the creation of this mural on the walls of Grumpy Gary's. Thank you for your time and consideration, and I am excited about the potential it holds for our community.

Regards,

Natalie Ellis

A handwritten signature in blue ink that reads "Natalie Ellis". The script is cursive and fluid, with the first name being more prominent than the last.

David Pearson

A handwritten signature in blue ink that reads "David Pearson". The signature is highly stylized, featuring large loops and a long horizontal stroke extending to the right.



August 9, 2023

City of Dania Beach
Attn: Arts Department
100 W. Dania Beach
Dania Beach, FL 33004

Letter Authorizing Artwork

RE: Address; 318 N. Federal Hwy, Dania Beach, FL 33004

To Whom it may concern,

Cozy Cove Marina has leased the building located at 318 N. Federal Highway, Dania Beach, FL 33004 to Gary McGeddy of Grumpy Gary's at Dockers. Cozy Cove Marina is requesting that you allow Gary McGeddy to place the approved mural on our building. Cozy Cove Marina will maintain, repair or remove the mural if it is deemed necessary.

Cozy Cove Marina Inc.

Vice President

Vonzell Skinner

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence,

This 9th day of August, 2023, by Von Skinner



Alicia Abruzzo
Comm.: HH 134063
My Commission Expires:
May 25, 2025

Signature of Notary Public

Alicia Abruzzo

Print, Type or Stamp Name of Notary



PENELOPE JOELLE FEDOR

Plantation, FL, 33322

www.fedorvisuals.com

fedorvisuals@yahoo.com

954-483-1741

SKILLS

- Adobe Photoshop
- Adobe Illustrator
- Drawing
- Sculpture
- Illustration
- Painting
- Photography

EDUCATION

- 2014-2020 **Florida Atlantic University, Boca Raton, FL**
Master of Fine Arts, Drawing
- 2011-2014 **Miami International University of Art and Design, Miami, FL**
Bachelor of Fine Arts, Visual Arts
- 2005-2014 **United States Army, various locations**
Basic Training, AIT Human Resource Specialist, Fox5 Postal
Training, HRC Annual Training

EXPERIENCE

- 2022-Present **Fedor Visuals**
President
- 2017-2022 **Tootsies Cabaret**
Bar Back
- 2013-2014 **Atrium Wallcoverings**
Designer
- 2009-2010 **Quiksilver, Miami, FL**
Back Stock Clerk
- 2005-2010 **United States Army, multiple deployments**
Camp Echo, Iraq, Ft. McCoy, WS, Kandahar, Afghanistan
HRC Postal
 - Redirect Clerk
 - Forklift Driver

ART SHOWS AND EXHIBITIONS

- 2022 **Ultracon**
 South Florida Expo Center
 • Exhibitor
 Florida Supercon
 Miami Convention Center
 • Exhibitor
- 2021 **Florida Supercon**
 Miami Convention Center
 • Exhibitor
- 2019 **Fame Gallery Art Week (Art Basel)**
 Gallery and Concept Store, Wynwood
- 2018 **Fame Gallery MIA Pop (Art Basel)**
 Bubble, Wynwood
- 2017 **Masters of Fine Arts Exhibition**
 Schmidt Center Gallery, Florida Atlantic University
- 2016 **Fame Gallery Art Week (Art Basel)**
 Gallery and Concept Store, Wynwood
 Lucent
 Cornell Museum
- 2015 **Fame Gallery Art Week (Art Basel)**
 Gallery and Concept Store, Wynwood
 Secret Garden Art Walk Experience
 Mana, Wynwood
- 2014 **The Social Lubricant Art Walk**
 TSL Lounge, Wynwood

300 N. Federal Highway

Dania Beach, FL 33004

City of Dania Beach

RE: Mural at Grumpy Garys

To whom it may concern,

As a business owner in Dania Beach, I believe that the mural art that will be painted on Grumpy Gary's outside walls will be an asset to the city. It is staying on theme with many other murals and designs on the power boxes around the town. It will also enhance the look of the building that is located on a main road.

A handwritten signature in black ink, appearing to read "Von Skinner", is written over a horizontal line.

Von Skinner







CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

0000653

Date: August 10, 2023

RECEIVED FROM:

Name: SANDBAR OF HOLLYWOOD

Address: DBA GRUMPY GARY

Address 2: 2182 SW 17 DR

City/St/ZIP: DEERFIELD BEACH
FL 33442

Service or Item	Amount
PSP - Public Hearing Items Application fee	\$100.00

P/Z ITEM # PA-072-23

LOCATION: 318 N FEDERAL HWY

APPLICANT: GARY MCGEDDY

PREPARED BY: Ibel Larios

TOTAL DUE: \$100.00

PUBLIC ART MURAL APPLICATION
GRUMPY GARY'S
PA-072-23
318 N FEDERAL HWY

CHECK #: 6578



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

0000653

Date: August 10, 2023

RECEIVED FROM:

Sandbar of Hollywood
dba Grumpy Gary's at Dockers
2182 SW 17th Drive
Deerfield Beach, FL 33442
754-400-7241

6578



63-9138/2631

DATE

8/9/23

PAY
TO THE
ORDER OF

City of Dania Beach

\$ 100.00

One Hundred Dollars & XX/100

DOLLARS

TRUIST



FOR

⑈00006578⑈ ⑆263191387⑆0000247804277⑈

P/Z ITEM #

PA-072-23

LOCATION:

318 N FEDERAL HWY

APPLICANT:

GARY MCGEDDY

PREPARED BY: Ibel Larios

TOTAL DUE: \$100.00

PUBLIC ART MURAL APPLICATION
GRUMPY GARY'S
PA-072-23
318 N FEDERAL HWY

CHECK #: 6578

PAYMENT DATE
08/10/2023
COLLECTION STATION
City Hall Window 1
RECEIVED FROM
SANDBAR OF
HOLLYWOOD

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2023-11001217
RECEIPT NO.
2023-00041253
CASHIER
fincashier1
ENTRY DATE
08/10/2023 02:45:27 PM

DESCRIPTION
DBA GRUMPY GARY 2182 SW 17 DR DEERFIELD BEACH, FL 33442

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP		Appl Review - Standard PA-072-23 318 N FEDERAL HWY		\$100.00
Payments:		Type	Detail	Amount
		Check	6578	\$100.00
Total Amount:				\$100.00

Customer Copy