MEMORANDUM

To: Council Members
From: Staff
Date: February 8, 2019
Subject: Interlocal Agreement with City of Deerfield Beach

Introduction

The recent Hurricanes Matthew, Irma, and Michael have underscored the need for Florida communities to prepare for the wide-ranging challenges of rebuilding after a catastrophic disaster. In the past, Florida Statutes had required coastal communities’ comprehensive plans to include an objective to establish a Post-Disaster Redevelopment Plan (PDRP) to address recovery in the wake of catastrophic disasters. This is no longer a requirement but is still a sensible thing for coastal communities to do. The American Planning Association (APA) Foundation is encouraging communities to develop disaster recovery projects to strengthen resilience to disaster impacts and raised funds for a great program through APA members. Funding these projects will help shape the future of hazard mitigation and recovery planning.

Analysis

The City of Deerfield Beach is one of the first grantees to be awarded funds under the APA Foundation grant program. The award supports the City of Deerfield Beach in developing a PDRP as a preparedness tool to guide redevelopment efforts should they experience catastrophic disaster impacts. The City of Deerfield Beach asked the Treasure Coast Regional Planning Council to produce this plan based on Council staff’s experience in producing similar plans for other jurisdictions.

The attached interlocal agreement between the City of Deerfield Beach and Council provides for extensive coordination and input with City staff and other stakeholders, careful study, and the creation of a robust PDRP for the City. Council’s fee for this work is $19,000.

Recommendation

Staff recommends approval of the attached interlocal agreement with the City of Deerfield Beach.
Council Action – February 15, 2019

Commissioner Smith from Martin County moved approval of the staff recommendation. Commissioner Hetherington from Martin County seconded the motion, which carried unanimously.

Attachment
FISCAL YEAR 2019 INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA  
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL  
FOR POST-DISASTER REDEVELOPMENT PLAN SERVICES

THIS AGREEMENT is made and entered into this ___ day of ______________ 2019, by and between the City of Deerfield Beach, Florida, hereinafter referred to as the "CITY" and the Treasure Coast Regional Planning Council, hereinafter referred to as the "TCRPC", each constituting a public agency as defined in Part I, Chapter 163, Florida Statutes.

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City desires to develop and implement a Post-Disaster Redevelopment Plan (PDRP) and has obtained grant funding from the American Planning Association to assist with same; and

WHEREAS, the TCRPC possesses the qualifications and expertise to assist the City in the development of its Post-Disaster Redevelopment Plan (PDRP) and perform the services required for a reasonable fee and the CITY desires to engage the TCRPC to render such services; and

WHEREAS, this AGREEMENT, including Exhibit “A” - Scope of Services, Exhibit “B”- Budget By Task, and Exhibit “C”- APA Grant Requirements which must be complied with by TCRPC in the provision of services hereunder, which are hereby incorporated into this AGREEMENT by this reference, constitute the entire AGREEMENT between parties for the provision of such services.

NOW, THEREFORE, the CITY and the TCRPC do mutually agree as follows:

The above referenced “Whereas” clauses are true and correct and are hereby made a part hereof.

ARTICLE I - SCOPE OF SERVICES

The TCRPC agrees to provide services and deliverables to the CITY as set forth in Exhibits “A” and “B” in accordance with the terms and conditions of this AGREEMENT and in compliance with grant requirements and applicable law (the “Work”).

1.1 This AGREEMENT is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by the TCRPC impractical, illogical, or unconscionable.

1.2 The CITY and the TCRPC shall be bound by the terms, conditions and prices stated herein.

1.3 Upon the TCRPC’s reasonable written request, the CITY shall provide assistance to the TCRPC staff as necessary to assist the TCRPC in properly completing the
Work, including coordination of meetings, assigning available personnel, providing requested information, and reviewing and approving work product.

1.4 The TCRPC acknowledges and agrees that the CITY’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Work to be provided under this AGREEMENT without an executed amendment pursuant to Article 11.9.

ARTICLE II - TIME AND EXPENSE FOR COMPLETION

This AGREEMENT shall begin upon execution by both parties and shall end upon proper completion of the PDRP and final payment made to the TCRPC. Any costs incurred by the TCRPC during the period covered by this AGREEMENT in performing the Work are eligible expenses as referenced by the APA grant and are chargeable to the CITY. Time shall be deemed to be of the essence in the TCRPC’s performance of the Work.

ARTICLE III – COMPENSATION

The TCRPC shall be paid by the CITY a total fixed fee of Nineteen Thousand Dollars ($19,000.00) for completion of the Work in accordance with the terms of this AGREEMENT. Payment to the TCRPC shall be made by the CITY after receipt of a proper invoice and the specified deliverables from the TCRPC and such payment shall be due to the TCRPC within thirty (30) days following CITY approval of the invoice and deliverables.

It is acknowledged and agreed by the TCRPC that the compensation amount provided for in this section is the maximum payable and constitutes a limitation upon the CITY's obligation to compensate the TCRPC for its services related to this AGREEMENT. This amount, however, does not constitute a limitation, of any sort, upon the TCRPC’s obligation to perform the Work required by this AGREEMENT. All expenses are included in the price and no further compensation shall be remitted to the TCRPC for payment.

3.1 The TCRPC and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE IV - TERMINATION

Either party may terminate this AGREEMENT without cause (for convenience) by providing thirty (30) days advance written notice of the date of such termination to the other. Written notice shall be provided in accordance with the “NOTICES" section (11.4) of this AGREEMENT. In such an event, all finished or unfinished documents and other materials prepared by the TCRPC pursuant to this AGREEMENT shall become the property of the CITY and any such document or material shall be delivered to the CITY by the TCRPC. Upon termination as provided in this Article, the TCRPC shall be compensated for all of its actual costs incurred and services rendered until termination is effective. The TCRPC hereby acknowledges and agrees that it has received sufficient consideration from the CITY, the receipt and adequacy of which are hereby acknowledged by the TCRPC, for CITY’s right to terminate this AGREEMENT for convenience.

TCRPC/CITY of Deerfield Beach AGREEMENT
2018-2019 Post-Disaster Redevelopment Plan (PDRP)
ARTICLE V – AUDIT RIGHT AND RETENTION OF RECORDS

The CITY shall have the right to audit the books, records, and accounts of the TCRPC and its subcontractors related to the Work or this AGREEMENT. The TCRPC and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Work. All books, records, and accounts of the TCRPC and its subcontractors shall be kept in written form or in a form capable of conversion into written form within a reasonable time, and upon request the TCRPC or its subcontractor, as applicable, shall make same available such records in written form at no cost to the CITY.

The TCRPC and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public Records Act, Chapter 119; Florida Statutes, as may be amended from time to time. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

ARTICLE VI – PUBLIC RECORDS

The TCRPC shall allow public access to all documents, papers, letters, or other material subject to the provisions of Florida Public Records Act, Chapter 119; Florida Statutes. The TCRPC and its subcontractors shall comply with all requirements thereof and specifically shall:

6.1 Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

6.2 Provide the public with access to public records as required by the Florida Public Records Act, Chapter 119; Florida Statutes and at a cost that does not exceed the cost provided in State law or as otherwise provided by law.

6.3 Ensure that exempt or confidential records are not disclosed except as authorized by law.

6.4 Meet all requirements for retaining public records and upon request of the CITY, transfer at no cost to the CITY all public records in possession of the TCRPC upon termination or conclusion of the AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) If the TCRPC does not comply with this section, the CITY shall enforce the AGREEMENT provisions and may unilaterally terminate this AGREEMENT in accordance with State law.

No confidentiality or non-disclosure requirement of either federal or State law shall be violated by the TCRPC or its subcontractors. Any incomplete or incorrect entry in such
books, records, and accounts shall be a basis for CITY’s disallowance and recovery of any payment upon such entry.

The TCRPC shall require its subcontractors by written AGREEMENT to adhere to the requirements and obligations of this Article 6 related to public records.

IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK’S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

ARTICLE VII – NONDISCRIMINATION (EEO and ADA Compliance)

The TCRPC shall not unlawfully discriminate on the basis of race, color, creed, national origin, sex, religion, age, political affiliation, marital status, family status, pregnancy, sexual orientation, gender identity, disability that allows performance of essential duties, or any other category provided by law in the performance of this AGREEMENT, the solicitation for or purchase of goods or services relating to this AGREEMENT, or in subcontracting work in the performance of this AGREEMENT. The TCRPC shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this AGREEMENT, which may result in the termination or such other remedy as the CITY deems appropriate.

The TCRPC shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this AGREEMENT. The TCRPC shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, The TCRPC shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE VIII – LIABILITY

The TCRPC hereby agrees to indemnify and hold the CITY harmless, to the extent permitted by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this AGREEMENT arising out of, or due to any act, occurrence, or omission of the TCRPC, its subcontractors or agents, if any, that is related to the TCRPC’s performance under this AGREEMENT. Nothing in this AGREEMENT is intended to serve as a waiver of the TCRP or the CITY’s rights to sovereign immunity protection under Section 768.28; Florida Statutes.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this AGREEMENT, the CITY of Deerfield Beach Planning Point of Contact or designee shall represent and act for the CITY and the
Director of Emergency Programs shall represent and act for the TCRPC, and in the Director’s absence or by direction or designation, the Executive Director of the TCRPC.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This AGREEMENT shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Broward County for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction in Broward County, or the United States District Court for the Southern District of Florida.

ARTICLE XI – MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK

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

11.2 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of TCRPC or disputes between CITY staff and the TCRPC are referred to the CITY Manager or his designee, who shall conduct investigations and inquiries, and who shall discuss same with the TCRPC and involved staff. The parties shall make all reasonable efforts to amicably resolve all such complaints and disputes prior to taking any formal legal action.

11.3 THIRD PARTY BENEFICIARIES: Neither the TCRPC nor the CITY intends to directly or substantially benefit a third party by this AGREEMENT. Therefore, the parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a right or claim against either of them based upon this AGREEMENT.

11.4 NOTICES: Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:
11.5 MATERIALITY AND WAIVER OF BREACH: The CITY and the TCRPC agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this AGREEMENT and that each is, therefore, a material term hereof. The failure of either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of such provision or modification of this AGREEMENT. A waiver of any breach of a provision of this AGREEMENT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT.

11.6 SEVERANCE: In the event a portion of this AGREEMENT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CITY or the TCRPC elects to terminate the AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within thirty (30) days after the finding by the court becomes final.

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

11.8 WAIVER OF JURY TRIAL: By entering into this AGREEMENT the TCRPC and the CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this AGREEMENT.

11.9 AMENDMENTS: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this AGREEMENT and executed by the CITY’s Signatory and the TCRPC or others delegated authority to or otherwise authorized to execute same on their behalf.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized on the date first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]
FOR THE TCRPC:

TREASURE COAST REGIONAL PLANNING COUNCIL

BY: ____________________________________________

Thomas J. Lanahan, Executive Director

Date: ______________________________

FOR THE CITY:

CITY OF DEERFIELD BEACH, FLORIDA

Witnesses:

__________________________________________  BY: 

__________________________________________  Date: ________________________

Burgess Hanson, City Manager

ATTEST:

__________________________________________

Samantha Gillyard, CMC, City Clerk

APPROVED AS TO FORM:

__________________________________________

Andrew S. Maurodis, City Attorney
EXHIBIT “A”, SCOPE OF SERVICES
POST-DISASTER REDEVELOPMENT PLAN

INTRODUCTION

OVERVIEW/BACKGROUND
The City of Deerfield Beach is committed to disaster risk reduction and ensuring community resilience in response to and recovery from catastrophic disasters. The City is currently redeveloping its Comprehensive Emergency Management Plan (CEMP), and is developing a Post-Disaster Redevelopment Plan (PDRP) in efforts to address the desires and expectations and in the best interests of the City Commission, citizens, and stakeholders. This plan will be tied directly to the operations, performance, and budget of the City departments in a deliberate effort to maximize response and preparedness. This plan will also enable the City to become disaster resilient and identify what must happen after rescue and recovery operations are completed to return the community to normal operations and build a better community. This will allow current and future staff to have a foundation to successfully execute emergency response and recovery operations to ensure the City remains resilient.

The City of Deerfield Beach, Florida (the City) has been awarded the American Planning Association (APA) Disaster Recovery Grant to develop a PDRP. The PDRP shall address and comply with all APA grant requirements. The City is seeking a qualified and experienced firm to perform consulting services for the development of a PDRP on a lump sum basis commencing immediately upon award of the contract.

The intent of the PDRP is to improve the community’s ability for long-term recovery and redevelopment after a natural or man-made disaster. The PDRP developed under this scope of work shall be city-specific and meet or exceed the standards set forth in the following State of Florida guidance documents: Post-Disaster Redevelopment Planning: A Guide to Florida Communities, Post-Disaster Redevelopment Planning: Addressing Adaptation During Long-term Recovery, and Florida Adaptation Guidebook. The PDRP will enable the City to maintain local governmental activities and operations after a major or catastrophic disaster impacts the City resulting in major or catastrophic infrastructure damage assisting in returning the community to normal and guiding rebuilding into a more disaster-resilient City. The PDRP is a guide that provides direction on how to implement other relevant City plans, such as the Comprehensive Plan, Land Development Regulations, Comprehensive Emergency Management Plan, and other resiliency and infrastructure-related plans that guide the local operations of the City during blue skies. The local integration of these plans, policies, and procedures are key to ensuring redevelopment strategies are coordinated, and promote the vision of development within the City.
EXECUTIVE SUMMARY
Catastrophic disasters throughout the nation such as the September 11, 2001 terrorist attacks, Hurricanes Andrew, Katrina, Frances and Jeanne, the Mendocino Complex and Camp fires, flooding from tropical storms and more recently, Hurricanes Matthew and Irma have emphasized the need for communities to undertake a strategic, holistic planned approach to rebuild and reconstruct their communities in the aftermath of a large-scale disaster. The long-term redevelopment dynamics have become more complicated as the economic, social, and political complexity of communities increases, compounded by increasing hazards and vulnerability.

The State of Florida, Broward County and the City of Deerfield Beach communities have learned to develop robust and integrated disaster response capabilities, networks, and resources. As detailed in their Comprehensive Emergency Management Plans (CEMPs), Emergency Operation Centers are prepared to save lives and property in the immediate aftermath of a disaster. However, the interdependencies of the elements that drive long-term community redevelopment are often not utilized to full capacity. The Post-Disaster Redevelopment Plan (PDRP) intends to encourage and establish a strategy to leverage coordination among the City’s departments, businesses, non-governmental, local and regional organizations to redevelop after a catastrophic disaster in a proactive, effective and efficient manner. Building a strong organizational and functional redevelopment capability will expedite redevelopment efforts and maximize Post-Disaster opportunities to re-build a more sustainable and resilient community. The PDRP provides a cohesive and consistent foundation for successful long-term redevelopment for the City and should thread neatly and compatibly with the Broward County PDRP on components that encompass joint activities.

The City of Deerfield Beach has experienced flooding, coastal storms, and power outages damaging/impacting community neighborhoods, businesses, and public facilities and infrastructure costing millions of dollars. Disasters and catastrophic events affect the daily lives of citizens and City’s ability to provide critical services and impeding a rapid return to normal functions. Although not all events are catastrophic, they expose vulnerabilities and remind local governments of the need for a proactive approach in planning for long-term redevelopment. The goal of this planning initiative is to develop a framework for community restoration while building long-term sustainable recovery action items that increase the community’s resilience to future disaster impacts. As this Plan matures and is applied to the decision making process in the aftermath of natural and/or man-made events, lessons learned will allow this living document to evolve and streamline future activities the City can use to increase sustainable recovery practices through a collaborative and holistic planned recovery.

**Purpose and Function:** The purpose of the PDRP is to provide the City of Deerfield Beach with an overarching strategic interdisciplinary plan for guiding actions and decision-making during disaster recovery and the redevelopment period. A Plan will identify actions that can be implemented prior to a disaster that may expedite the City’s recovery process through a long-term community vision, help establish Post-Disaster priorities, and identify actions that can be taken by public and private sectors, and non-
profit stakeholders in the aftermath of a catastrophic disaster. The PDRP will develop a framework to efficiently rebuild the City and/or designated areas, restore quality of life, and promote economic viability. It will provide guidance to maximize disaster funds and resources available to the City following a disaster, and identify the capacity to manage long-term recovery providing strategic guidance throughout Post-Disaster redevelopment processes.

**Plan Process:** The City of Deerfield Beach will coordinate and engage public, private, and non-profit stakeholders to develop its first PDRP through a series of planning meetings and consensus building discussions over a six month period. Operational and functional components are divided into five primary areas: Economic Redevelopment, Housing and Community Redevelopment, Health and Human Services, Infrastructure and Public Facilities, and Environmental Issues. The plan building process emphasizes full participation through local government departmental leadership, a Stakeholder Committee, and the citizens of Deerfield Beach. The process will capture opportunities for hazard mitigation and community improvement consistent with the goals of the local comprehensive plan. This is a dynamic and living document that will require periodic updates and revisions to reflect lessons learned from other areas, incorporate community vision, address changes in social and political values, community priorities and challenges, and current and emerging hazards and vulnerabilities.

**Stakeholder Activities:** A Stakeholder Committee will be created to help guide the development of the PDRP. The Stakeholder Committee will meet no less than three (3) times to discuss and decide on action items, decision making and organizational policies and procedures, and issues and/or challenges. This ensures the specific needs of the City are met and participation in collaboration opportunities is apparent. There will also be a minimum one (1) public workshop to engage participation, educate and identify issues and ideas in the development of the PDRP. There will be one final meeting to review and approve the results of the analysis. Stakeholders or coordination staff will call additional meetings as necessary.

**Situation:** The PDRP provides the primary guidance for decision making once the initial lifesaving emergency response actions have lessened or ceased. It does not duplicate or supersede any mandates, authorities, or guidance detailed within the State, county or the City’s CEMP. Instead, the PDRP provides guidance for seamless transition from response phase to recovery phase - long-term redevelopment actions. This Plan is primarily intended to be employed in the aftermath of a large-scale major or catastrophic disaster creating the need for pocket and/or City-wide redevelopment.

**Project Leadership and Commitment:** The Treasure Coast Regional Planning Council (TCRPC) has resources to provide staff dedicated to the coordination and completion of the tasks as laid out in the scope of work. The Treasure Coast and South Florida Regional Planning Councils are guided by their Strategic Regional Policy Plans (SRPP) that promotes regional and multi-jurisdictional coordination and collaboration in the efforts to mitigate impacts of disasters through preparedness and mitigation. The SRPP Emergency Preparedness Goals and Policies were developed by leaders in their respective regions to
encourage planning for maximum public safety, mitigating future potential impacts to private and public infrastructure development while minimizing loss of life and property. The TCRPC is able to draw on expertise from additional staff to supplement subject matter data compilation and research for the project such as land-use and planning, economic development, transportation planning, and emergency management. The City has Geographic information System (GIS) expertise to develop needed maps to enhance the understanding of the PDRP elements and has dedicated Planning Department staff to further guide and clarify issues and challenges identified in the planning process.

TCRPC Staff will be utilized to provide expertise during this project. The primary staff contact is Ms. Kathryn E. Boer, Emergency Programs Director and will be responsible for managing and completion of this project. Mr. Thomas J. Lanahan, TCRPC Executive Director, will supervise and review all final work and will provide support and guidance for the duration of the project. Lastly, since the City of Deerfield Beach resides in the South Florida Regional Planning Council (SFRPC) region, TCRPC staff will coordinate with appropriate SFRPC staff to retrieve any vital information applicable to the PDRP. TCRPC staff will invite SFRPC staff to attend any meetings the City deems appropriate and/or necessary and will provide them with a completed copy of the PDRP for future reference should the City pursue or require future technical assistance.

**TASK LIST**

**Task 1 – Stakeholder Committee**
The City’s PDRP Coordinator/project manager shall develop a Stakeholder Committee list to assist during the planning process and to continue with plan maintenance and implementation after Post-Disaster Redevelopment Plan (PDRP) adoption. Membership will include representatives from the technical areas relevant for PDRP planning, including: land use issues, infrastructure, housing, economic redevelopment, emergency management, environmental, health and social services, finance and communication (general administration). TCRPC staff will consult with the City’s PDRP Coordinator and will conduct, in joint facilitation, a minimum of three (3) Stakeholder Committee meetings during the planning process - departmental individual meetings will be conducted as necessary (physical, email or phone).

**Deliverables:**
1. Stakeholder Committee roster
2. City’s PDRP Coordinator will prepare meeting and Workshop summaries; and sign-in sheets
3. Printing of meeting materials by City
4. Meeting space provided by City

**Task 2 – Coordination and Evaluation**
At least one (1) public workshop will be held in which issue identification is addressed to gain as much input as possible on the issues or challenges specific to the City. The City’s PDRP Coordinator will work with TCRPC staff and Stakeholder Committee to identify and define issues and needs, meeting summaries will be written by the City’s PDRP...
Coordinator with input and assistance from TCRPC staff. Workshop input shall be included. TCRPC shall develop project progress reports and participate in project management meetings (via telephone or in person) with the City’s PDRP Coordinator. The TCRPC shall submit a monthly progress report utilizing APA provided form. Report will include significant activities and developments that have occurred or have shown progress.

**Deliverables:**
1. TCRPC will submit monthly progress reports and submit electronically City’s PDRP Coordinator to City;
2. TCRPC will facilitate/conduct a minimum one (1) public workshop; preparation of agenda and handout materials;
3. TCRPC will facilitate/conduct a minimum three (3) Stakeholder Committee meetings (Kick-off included); preparation of agendas and handout materials;
4. TCRPC will provide additional meeting notes to City PDRP Coordinator; and
5. TCRPC will attend all project management meetings conducted by City’s PDRP Coordinator.

**Task 3 – Local Plan Integration**
TCRPC staff will review and provide an assessment of the City’s Land Development Code, plans, policies, procedures, and associated studies/analyses for compliance with the State guidance documents for Post-Disaster redevelopment planning. Plans, policies, and procedures include, but are not limited to, the City’s Comprehensive Plan (COMP), Land Development Regulations, Comprehensive Emergency Management Plan (CEMP) (2003), Economic Development Strategy, Cove Master Plan, and Pioneer Grove Design Standards. Other recommended plans that should be evaluated if available and relevant include county/regional long-range transportation plans, disaster temporary housing plans, debris management plans, resiliency plans, infrastructure, utilities, and environmental plans, beach management plans, community redevelopment area plans, and other available local plans relative to post disaster planning. Issues or sections in these plans that are relative to the PDRP shall be summarized in a crosswalk or other appropriate method. Recommendations of further integration of issues into local plans shall be developed and included as part of the Action and Implementation Plans.

**Deliverables:**
1. Local Plan Integration Summary Analysis Chapter;
2. Recommendations on further integration to be included in the Action Plan; and
3. Recommendations on additional necessary policies and procedures to be included in the Action Plan

**Task 4 – Institutional Capacity Assessment (Organizational Framework & Operations)**
An assessment of the community’s revenues and resources available to implement the plan before and after a disaster will be developed. The City’s PDRP Coordinator, TCRPC staff and Stakeholder Committee will facilitate determining the local staffing, private sector assistance and intergovernmental coordination capabilities as they relate to
Post-Disaster redevelopment after a disaster. The Stakeholder Committee will assist in conducting a gap analysis for possible revenue and resource shortage scenarios and develop solutions to integrate into the financing strategy. Information appropriate for public dissemination will be compiled into the Institutional Capacity Assessment chapter of the plan and the Action Plan chapter. Any sensitive information pertaining to institutional capacity will be compiled in a separate memo.

**Deliverables:**
1. Institutional Capacity Assessment Chapter; and
2. Recommendations for improving institutional capacity - framework and operations to be included with institutional organizational chart

**Task 5 – Vulnerability Identification**
TCRPC staff will develop a vulnerability assessment synthesizing all existing vulnerability analyses, such as those contained in the Enhanced Local Mitigation Strategy, Local Comprehensive Plan (COMP), City Comprehensive Emergency Management Plan (CEMP) (2003), Regional Evacuation Studies, and mapping tools provided by NOAA and other pertinent and applicable data provided in State documents. The Vulnerability Assessment shall specifically discuss known hazards and social vulnerabilities as they relate to the post disaster redevelopment planning topics. Resources provided by the following links may be utilized to assist in identification of vulnerabilities.

- NOAA’s Sea Level Rise Viewer ([https://coast.noaa.gov/digitalcoast/tools/slr.html](https://coast.noaa.gov/digitalcoast/tools/slr.html))

**Deliverable:**
1. Vulnerability Identification Chapter

**Task 6 – Outreach and Coordination Strategy**
TCRPC staff in consultation with the City’s PDRP Coordinator and Stakeholder Committee will develop a strategy for long-term recovery information collection and dissemination before and after disasters. The Strategy will also address regional and State coordination during disaster recovery and public participation in redevelopment decisions.

**Deliverable:**
1. Outreach and Coordination Strategy
Task 7 – Financing Strategy
TCRPC staff with Stakeholder Committee and City’s PDRP Coordinator will develop a strategy that details how local revenues, reserves, financial obligations and bonding capacity, loans, and current state and federal assistance programs, private sector and non-profit contributions, mutual aid agreements and pre-established recovery contracts will be put into practice following a disaster. This strategy should match the City’s anticipated needs with necessary funding resources and plan for stipulations of outside resources. A process for management of these additional resources in the aftermath of the disaster will be identified and included in the Action Plan of Task 8 for future development.

Deliverable:
1. Financing Chapter

Task 8 – Action Plan
TCRPC staff will identify issues specific to the City and consistent with other local plans based on findings in Tasks 3-7, input from Stakeholder Committee and the public workshop(s). The City’s PDRP Coordinator and Stakeholder Committee will prioritize the list of issues noting potential problems and opportunities the City may face in recovering from a disaster. The Stakeholder Committee will define recommended solutions or actions for each issue. The City PDRP Coordinator, TCRPC staff and Stakeholder Committee may establish working groups if necessary. The Stakeholder Committee will address and establish the responsible parties, time frame, and cost considerations. The Action Plan will differentiate between short-term and long-term actions and clearly identify mitigation/preparation actions that can be taken prior to a disaster and those taken post disaster.

Deliverables:
1. List of Post-Disaster goals/objectives;
2. Prioritized list of issues with short descriptions; and
3. Action Plan/Matrix

Task 9 – Implementation Plan
The City’s PDRP Coordinator, TCRPC staff and Stakeholder Committee will develop/define the process for implementation of the plan and complete a recommended process for implementation that best suits the City’s institutional organization. The implementation plan will include a milestone schedule for transition including instructions for plan activation and deactivation, a plan maintenance/update schedule, as well as, pre- and Post-Disaster action and implementation strategies. Recommended elements may include exercise and training schedule, development of post disaster recovery ordinances, and interpretation of existing policies that may be utilized post disaster.
Deliverables:
1. Post-Disaster decision-making organizational chart; and
2. Implementation Plan

Task 10 – Final Plan
TCRPC staff shall compile the PDRP chapters/deliverables from Tasks 3-9 and present to the Stakeholder Committee and the City Commission for approval. Edits shall be made to the plan based on input by the City’s PDRP Coordinator and Stakeholder Committee. TCRPC staff shall provide the City with final copies of the plan and any data sets created in electronic and hard copy formats.

Deliverables:
1. Draft Post-Disaster Redevelopment Plan (electronic);
2. Final digital copy of Plan in both editable version and PDF (3 hard copies);
3. Digital copies of data sets created (if applicable);
4. PDRP presentation at City Commission Meeting for adoption; and
5. Final package of support documentation to include: project invoice, meeting press releases/advertising, sign-in sheets, agendas, summaries and meeting handout materials in format requested by the City’s PDRP Coordinator.

SCHEDULE

Work shall begin upon execution of the Interlocal Agreement, with the draft PDRP delivered to the City no later than August 15, 2019 and the final draft plan delivered no later than September 1, 2019. This schedule is dependent on execution of the Interlocal Agreement no later than March 1, 2019 and timely action, scheduling of meetings and review of the draft by the City.
EXHIBIT “B”- BUDGET BY TASK
POST-DISASTER REDEVELOPMENT PLAN (PDRP)

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Hours</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Task 1: Stakeholder Committee</strong></td>
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</tr>
<tr>
<td>• Committee Roster</td>
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<td>• Committee meeting agendas and minutes</td>
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<tr>
<td><strong>Task 2: Coordination and Evaluation</strong></td>
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<td>• Progress Reports</td>
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<td><strong>Task 3: Local Plan Integration</strong></td>
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<tr>
<td>• Recommendations on further integration to be included in the Action Plan</td>
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<tr>
<td>• Recommendations: additional policies/procedures for Action Plan</td>
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<td><strong>Task 4: Institutional Capacity Assessment</strong></td>
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<tr>
<td>• Recommendations for improving institutional capacity</td>
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<td><strong>Task 5: Vulnerability Identification</strong></td>
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<td><strong>Task 8: Action Plan</strong></td>
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<tr>
<td>• List of Post-Disaster goals/objectives</td>
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<td>$2,002.00</td>
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<tr>
<td>• Prioritized list of issues with short descriptions</td>
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<td>• Actions list or matrix</td>
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<tr>
<td><strong>Task 9: Implementation Plan</strong></td>
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<td>$2002.00</td>
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<tr>
<td>• Post-Disaster decision-making organizational chart</td>
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<tr>
<td>• Implementation Plan Chapter</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Task 10: Final Plan</strong></td>
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<td>• Post-Disaster Redevelopment Plan (PDRP)</td>
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<td>• Digital copy of PDRP - Word &amp; PDF versions</td>
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<td>• Package of support documentation (invoices, agendas, summaries, sign-in sheets etc.)</td>
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<tr>
<td><strong>TOTAL</strong></td>
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</table>

The City’s PDRP Coordinator and/or designated staff will participate in the PDRP planning process by providing guidance and coordination to TCRPC staff. Degree of participation was jointly agreed during project Agreement and tasks planning meeting 1/10/2019 and includes the following:

- Task 1 - Stakeholder Committee: Correspondence with Stakeholder Committee on inclusion of members, Agenda building, sign-in/rosters, and meeting summaries in coordination with TCRPC staff and as dictated by the needs of the planning process.
• Task 3 - Local Plan Integration: City planning or designated staff will provide plans or location for retrieval those plans relative to PDRP planning, the City and TCRPC will compile list.

• Task 9 – Implementation Plan: The City PDRP Coordinator will coordinate review of draft plan and provide comments to TCRPC as soon as possible.
Exhibit “C”- APA Grant Requirements
POST-DISASTER REDEVELOPMENT PLAN (PDRP)

Please Insert APA Grant here or attach as hard copy to final printed Agreement.