# VILLAGE OF KEY BISCAYNE

*Village Council*
Joe I. Rasco, Mayor
Allison McCormick, Vice Mayor
Franklin H. Caplan
Edward London
Brett G. Moss
Oscar Sardinas
Fernando A. Vazquez

REGULAR COUNCIL MEETING

TUESDAY, AUGUST 27, 2024
6:30 PM

**1. CALL TO ORDER/ROLL CALL OF MEMBERS**

**2. PLEDGE OF ALLEGIANCE**

**3. INVOCATION**

RABBI AVREMEL CAROLINE
CHABAD OF KEY BISCAYNE

**4. BRIEF COMMENTS BY COUNCIL**

**5. PUBLIC COMMENTS:**
If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

**6. AGENDA:**
APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

**7. SPECIAL PRESENTATIONS:**

7.A. STATE REPRESENTATIVE VICKI LOPEZ UPDATE TO VILLAGE (VILLAGE

MANAGER)

7.B. PRESENTATION OF A PROCLAMATION RECOGNIZING CHILDHOOD CANCER AWARENESS MONTH (MAYOR RASCO)

TAB 1

7.C. PRESENTATION OF A PROCLAMATION FOR NATIONAL DIAPER AWARENESS WEEK (MAYOR RASCO)

TAB 2

7.D. PRESENTATION BY TERRA ACQUISITIONS FLORIDA, LLC ON 301 OCEAN DRIVE, KEY BISCAYNE, FL 33149 (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

**8. CONSENT AGENDA:**

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Councilmember for independent consideration provided such request is made during the approval/deferrals/additions/deletions/substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. MAY 14, 2024 MINUTES
(REGULAR COUNCIL MEETING)

TAB 3

8.B. JUNE 11, 2024 MINUTES
(REGULAR COUNCIL MEETING)

TAB 4

8.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A 2023 STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) AND PARTICIPATING LOCAL GOVERNMENTS;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRE RESCUE CHIEF ERIC LANG)

RECOMMENDATION: APPROVAL

TAB 5

8.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY

BISCAYNE, FLORIDA, **CONFIRMING THE VILLAGE'S ABILITY TO FUND AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE VILLAGE'S BEACH RENOURISHMENT PROJECT;** PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 6

8.E.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $152,312 RELATING TO THE VILLAGE'S ON-DEMAND TRANSIT SERVICE AND APPROVING AN AMENDMENT TO THE GRANT AGREEMENT RELATED TO THE SAME;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CIP AND GRANTS MANAGER COLLEEN BLANK)

RECOMMENDATION: APPROVAL

TAB 7

8.F.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON MIAMI-DADE COUNTY'S PUBLICLY ACCESSIBLE WEBSITE;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE CLERK)

RECOMMENDATION: APPROVAL

TAB 8

8.G.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH ANA MARIA HIGUERAS AND ALFREDO FERNANDEZ ESTRADA, INDIVIDUALLY AND AS LEGAL GUARDIANS OF THE MINOR CHILD, M.F.;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE ATTORNEY)

RECOMMENDATION: APPROVAL

TAB 9

## 9. ORDINANCES: (NOT LATER THAN 7:30 P.M.)

9.A.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-101, "COMMERCIAL DISTRICTS," TO CREATE MINIMUM SQUARE FOOTAGE STANDARDS FOR MIXED-USE DEVELOPMENTS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

SECOND READING
*PUBLIC HEARING REQUIRED*

RECOMMENDATION: APPROVAL

TAB 10

9.B.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 30-44, "HOUSING STANDARDS," TO ESTABLISH MINIMUM HOUSING STANDARDS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

SECOND READING
*PUBLIC HEARING REQUIRED*

RECOMMENDATION: APPROVAL

TAB 11

9.C.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 2-142, "ART IN PUBLIC PLACES BOARD," OF THE VILLAGE CODE OF ORDINANCES RELATING TO BOARD MEMBERSHIP AND TERM LIMITS OF BOARD MEMBERS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR RASCO)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 12

9.D. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 21-37 OF THE VILLAGE CODE OF ORDINANCES TO REQUIRE CONSTRUCTION BOND FOR WORK IN THE PUBLIC RIGHTS-OF-WAY; CREATING SECTION 21-38 ENTITLED "RESTORATION OF PUBLIC RIGHTS-OF-WAY" REGARDING THE RESTORATION OF PUBLIC RIGHTS-OF-WAY RELATING TO DEVELOPMENTS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 13

9.E.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-242, "ARTIFICIAL TURF" OF THE VILLAGE CODE OF ORDINANCES, TO MODIFY INSTALLATION RESTRICTIONS IN THE INSTITUTIONAL ZONING DISTRICT;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 14

9.F.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-73, "SITE PLAN REVIEW PROCEDURES," TO PERMIT CONVERSION OF HOTEL UNITS TO RESIDENTIAL UNITS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 15

**10. RESOLUTIONS:**

10.A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ADOPTING THE KEY BISCAYNE VULNERABILITY ASSESSMENT REPORT;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CIP AND GRANTS MANAGER COLLEEN BLANK)

RECOMMENDATION: APPROVAL

TAB 16

10.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING DESIGNER LANDSCAPES OF THE PALM BEACHES INC. FOR PLANTING OF NEW TREES AND RELATED WATERING SERVICES IN AN AMOUNT NOT TO EXCEED $74,900;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (ZONING PLANS REVIEWER/PLANNER OLGA GARCIA)

RECOMMENDATION: APPROVAL

TAB 17

10.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING DEBRIS TECH LLC, THE WORKFORCE GROUP LLC, AND GRANTWORKS INC. FOR DISASTER DEBRIS MONITORING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-11;** PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRE RESCUE CHIEF ERIC LANG)

RECOMMENDATION: APPROVAL

TAB 18

10.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING THORN RUN PARTNERS LLC FOR PROFESSIONAL FEDERAL LOBBYING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-05;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE MANAGER)

RECOMMENDATION: APPROVAL

TAB 19

10.E.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY

BISCAYNE, FLORIDA, **SELECTING CAPITAL CITY CONSULTING, LLC FOR PROFESSIONAL STATE LOBBYING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-12 IN AN AMOUNT NOT TO EXCEED $50,000 ANNUALLY;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE MANAGER)

RECOMMENDATION: APPROVAL

TAB 20

10.F. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING ALL SEASONS IMPORTS INC. D/B/A CHRISTMAS PALACE FOR VILLAGE HOLIDAY DECORATIONS PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-02 IN AN AMOUNT NOT TO EXCEED $108,225 ANNUALLY;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: APPROVAL

TAB 21

10.G. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING D'ALEMBERTE SOL, INC. D/B/A PHOENIX SPORTS FOR THE VILLAGE'S YOUTH VOLLEYBALL PROGRAM PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-13;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

RECOMMENDATION: APPROVAL

TAB 22

10.H. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A VARIANCE REQUEST TO ALLOW CONSTRUCTION OF A CARPORT WITH A TWO FOOT FRONT SETBACK AND A FIVE FOOT SIDE SETBACK WHERE A TEN FOOT FRONT AND SIDE SETBACK IS REQUIRED ON PROPERTY LOCATED AT 300 HARBOR COURT;** PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: DENIAL

TAB 23

## 11. REPORTS AND RECOMMENDATIONS:

### A. VILLAGE MANAGER: (NOT LATER THAN 8:00 P.M.)

MANGER'S REPORT

TAB 24

1. CIP MONTHLY REPORT (CIP AND GRANTS MANAGER COLLEEN BLANK)

2. ART IN PUBLIC PLACES UPDATE (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

3. BUILDING DEPARTMENT CUSTOMER SURVEY UPDATE (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

4. PROPOSED FEDERAL AND STATE LEGISLATIVE AGENDA (VILLAGE MANAGER)

5. CHILDREN SAFETY POLICY - CODE OF CONDUCT AND VETTING/STATS (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

6. STORMWATER QUALITY PILOT PROJECT (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

### B. MAYOR AND COUNCILMEMBERS

1. UNIQUE ABILITIES ADVISORY BOARD AND SUSTAINABILITY ADVISORY BOARD APPOINTMENTS (MAYOR RASCO)

2. DISCUSSION ON COMMITTEES (COUNCILMEMBER MOSS)

3. HIRE AN INDEPENDENT ENGINEER TO RECALCULATE THE DRAINAGE CAPACITY CALCULATIONS OF THE EXISTING GRAVITY DISPOSAL WELLS ASAP (COUNCILMEMBER LONDON)

4. CONSIDER REVISING OUR PURCHASING PRACTICES TO MAKE IT MORE APPEALING FOR SMALL VENDORS TO PARTICIPATE IN OUR BIDDING PROCESS FOR NON-MAJOR PURCHASES (COUNCILMEMBER LONDON)

5. DISCUSSION ON DRIVEWAYS FOR EXISTING HOMES (COUNCILMEMBER MOSS)

6. DISCUSSION REGARDING VILLAGE SURVEYS (COUNCILMEMBER MOSS)

7. DISCUSSION REGARDING POWER LINES AND STORMWATER PROJECT (COUNCILMEMBER MOSS)

8. END OF THE YEAR SCHEDULING (MAYOR RASCO)

9. STREET TREE REPLACEMENT AT 797 WOODCREST ROAD UNACCEPTABLE (COUNCILMEMBER MOSS)

10. PUBLIC BEACH ACCESS PATHS (VICE MAYOR MCCORMICK)

11. EBIKES (VICE MAYOR MCCORMICK)

**C. VILLAGE ATTORNEY**

1. ATTORNEY GENERAL OPINIONS

**D. VILLAGE CLERK**

**12. OTHER BUSINESS/GENERAL DISCUSSION**

**13. SCHEDULE OF FUTURE MEETINGS/EVENTS:**

1ST BUDGET HEARING
TUESDAY, SEPTEMBER 10, 2024, 6:30 P.M., COUNCIL CHAMBER

2ND BUDGET HEARING
TUESDAY, SEPTEMBER 24, 2024, 6:30 P.M., COUNCIL CHAMBER

REGULAR COUNCIL MEETING
TUESDAY, OCTOBER 15, 2024, 6:30 P.M., COUNCIL CHAMBER

KEY BISCAYNE MUNICIPAL ELECTION
TUESDAY, NOVEMBER 5, 2024, 7:00 A.M. TO 7:00 P.M., GYMNASIUM,
KEY BISCAYNE COMMUNITY CENTER

**14. ADJOURNMENT**

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR

NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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 (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

**THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.**

# *Proclamation*

## OFFICE OF THE MAYOR



***WHEREAS**, September has been designated National Childhood Cancer Awareness Month to honor those children whose lives have been lost and those irrevocably impacted by this terrible illness, and to strengthen the nation's resolve to search for a cure; and*

***WHEREAS**, cancer is the leading cause of death by disease among U.S. children between infancy and 15 years of age; and*

***WHEREAS**, One in every 260 children in the U.S. will be diagnosed with cancer before the age of 20; and*

***WHEREAS**, Childhood Cancers cross all racial, ethnic, geographic, and socioeconomic backgrounds, and each year tens of thousands of children face the battle of cancer with incredible bravery and inspiring hope; and*

***WHEREAS**, while progress against some childhood cancers has been made, cure rates for many forms of Childhood Cancer remain less than 50%, with the incidence of Childhood Cancers increasing at a more rapid rate than any other age group; and*

***WHEREAS**, this disease not only affects the child diagnosed with cancer, but also their entire support network of devoted parents, grandparents, loved ones and friends; and*

***WHEREAS**, this city recognizes the devastating impact that this disease has on members of our community and the importance of increased research on Childhood Cancer; and*

***WHEREAS**, this month we recognize that these burdens are shared by countless dedicated healthcare professionals, organizations, charities, and parent advocacy groups which support patients and families by offering advice, encouragement, hope, financial assistance, and work tirelessly to lift the spirits of children suffering from cancer.*

**NOW, THEREFORE**, I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION OF RECOGNITION AND DO HEREBY PROCLAIM SEPTEMBER 2024 AS NATIONAL CHILDHOOD CANCER AWARENESS MONTH IN ORDER TO HELP RAISE AWARENESS FOR EARLY SCREENINGS AND TO HONOR KEY BISCAYNE RESIDENTS AND FAMILIES WHO HAVE BEEN IMPACTED BY THIS DISEASE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 27TH DAY OF AUGUST 2024.

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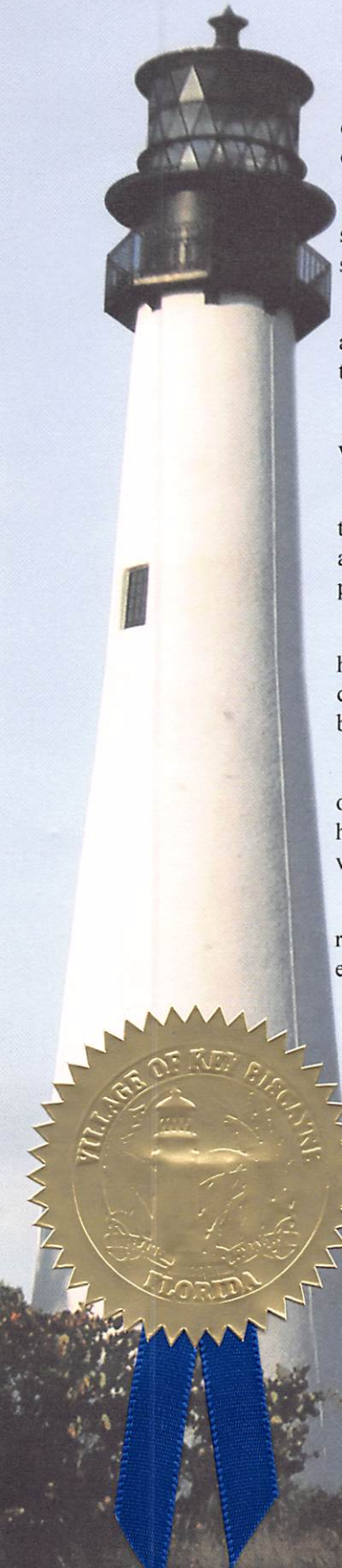
MAYOR JOE I. RASCO



CREATED & DESIGNED BY ISLAND RESIDENTS: CONCHITA ALVAREZ, JAMES BREWSTER & GEORGE EARL JR.

# Proclamation

## OFFICE OF THE MAYOR



**WHEREAS**, diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and

**WHEREAS**, national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

**WHEREAS**, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and

**WHEREAS,** many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and

**WHEREAS,** without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing child care who need to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

**WHEREAS**, the people of the Village of Key Biscayne recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

**WHEREAS**, the Village of Key Biscayne is proud to support trusted community-based organizations, including the Miami Diaper Bank, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

**WHEREAS**, through their important work of addressing diaper need, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth.

**NOW, THEREFORE BE IT RESOLVED,** THAT I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY DECLARE THE WEEK OF SEPTEMBER 23RD THROUGH SEPTEMBER 29TH, 2024 AS NATIONAL DIAPER NEED AWARENESS WEEK IN KEY BISCAYNE AND THANK THE MIAMI DIAPER BANK, THEIR STAFF, VOLUNTEERS, AND DONORS, FOR THEIR COURAGEOUS SERVICE AND ENCORAGE THE RESIDENTS OF KEY BISCAYNE TO DONATE GENEROUSLY TO DIAPER BANKS, DIAPER DRIVES, AND SUPPORT THOSE ORGANIZATIONS THAT COLLECT AND DISTRIBUTE DIAPERS TO FAMILIES STRUGGLING WITH DIAPER NEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THE 27TH DAY OF AUGUST 2024.

MAYOR JOE I. RASCO



CREATED & DESIGNED BY ISLAND RESIDENTS: CONCHITA ALVAREZ, JAMES BREWSTER & GEORGE EARL JR.

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, MAY 14, 2024

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:32 p.m. Present were Councilmembers Franklin H. Caplan, Edward London, Brett G. Moss, Oscar Sardiñas, Fernando A. Vazquez, Vice Mayor Allison McCormick, and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Mayor Rasco led the Pledge of Allegiance.

3. **INVOCATION:** Pastor Dennis Eastling with the Key Biscayne Community Church gave an invocation.

4. **BRIEF COMMENTS BY COUNCIL:** Mayor Rasco addressed the public sending condolences to the family of Ella Adler and held a moment of silence in her honor.

At this time students from Motivating Minds presented a proposal for a Butterfly Circle in honor of Megan Andrews.

At this time Mayor Rasco gave a special presentation recognizing the students and teachers from the Key Biscayne K-8 Center who competed in the Miami Dade College 48th Annual Theordore Gibson Oratorical Finals. Councilmember Moss addressed the public regarding the event and commended all those involved.

5. **PUBLIC COMMENTS:** The following people addressed the Council: Ann Taintor, 170 Ocean Lane Drive; Michelle Estevez, 425 Grapetree Drive; Susana Braun, 200 Galen Drive, and Pat Woodson, 200 Shore Drive South, Coconut Grove and Mast Academy Youth Lead Change Green Champion students.

At this time Miami-Dade County Municipal Clerks Association President and Coral Gables City Clerk Billy Y. Urquia recognized Village Clerk Jocelyn B. Koch for earning the Certified

Municipal Clerk designation from the International Institute of Municipal Clerks.

**Public Comments** continued: Ricardo Martinez, 1111 Crandon Boulevard; Natalie Estrella with the Monica Burguera Foundation, 940 Mariner Drive; Alina Gomez, 765 Crandon Boulevard; Luis de la Cruz, 640 Allendale Road; Cecile Sanchez, 260 Cypress Drive; Melissa White, 370 Heather Lane; Louisa Conway, 151 Crandon Boulevard; Claudia Apey, 251 Galen Drive; Andy Herrera, 250 Fernwood Road; Patricia Romano, 361 Beechwood Drive, and Jorge Mendia, 111 Island Drive.

6. **AGENDA:** Councilmember Caplan addressed the Attorney regarding the approval process for Item 11A1; Councilmember McCormick requested the addition of a discussion regarding Mashta Flats as Item 11B5; Councilmember Moss requested the addition of a discussion regarding Parking on Ocean Lane Drive as Item 11B6 and the Attorney requested the deferral of Items 9A and 9B to the June 11th, 2024 Regular Council Meeting. There was no objection to the agenda changes.

7. **SPECIAL PRESENTATIONS:** A report on the Art in Public Places Board was given by Board Chair Lourdes Jofre-Collett and staff liaison, Building, Zoning, and Planning Director Jeremy Calleros Gauger.

A presentation on the I-95/US 1 Intersection Project was given by Florida Department of Transportation's Community Outreach Specialist Jeff Baquedano, District 6 Construction Engineer Mario Cabrera, North Miami-Dade Assistant Resident Engineer and Project Manager John M. Garzia, P.E., and CCEI Senior Project Engineer John Bolton, P.E. The revised rehabilitation project is now being split into two phases and will start in early July with the southbound US 1 ramp closing first. The next phase will be rehabilitating and closing the northbound ramp to I-95 with the southbound US 1 ramp reopening. Project Manager Francisco Lledo addressed the Council presenting the SR 9A/I-95 Improvement Project.

There was discussion from Council and Mr. Cabrera regarding the above presentation and that a public outreach workshop will be held at a future date to be determined.

Project Manager Carmen Negron, P.E. addressed the Council presenting the SW/SE 26th Roadway Project. Mr. Baquedano addressed the Council regarding mitigation efforts for noise, dust, and outreach efforts to inform the public.

There was discussion from Council and the Manager regarding event and traffic control plans. Mr. Cabrera and CHA Consulting Engineer Elio Espino addressed the Council regarding the above items.

A presentation was given by ETC Institute Assistant Director of Community Research Ryan Murray on the Village's Bi-Annual Resident Survey Results.

There was discussion from Council regarding the above presentation.

At this time Mayor Rasco addressed the Council regarding a proclamation from the National

League of Cities.

Vice Mayor McCormick made a motion declaring May 2024 as National Cities, Towns, and Villages month. The motion was seconded by Councilmember Moss and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

8. **CONSENT AGENDA:** Vice Mayor McCormick made a motion to approve the following consent agenda. The motion was seconded by Councilmember Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AND ACCEPTING A PUBLIC BEACH ACCESS EASEMENT AND DEDICATION AGREEMENT WITH THE COMMODORE CLUB SOUTH, INC. RELATING TO THE PROPERTY LOCATED AT 199 OCEAN LANE DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE COMMUNITY CENTER'S MARINE BIOLOGY CAMP TO ENGAGE IN SALTWATER FISHING ON THE WEST MASHTA ROAD BRIDGE FOR THE 2024 SUMMER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE CITY OF MIAMI FOR THE URBAN AREA SECURITY INITIATIVE (UASI) 2022 GRANT PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

9. **ORDINANCES:** At this time the Clerk read the following ordinance on first reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING ARTICLE V, CHAPTER 26, "ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE; PROVIDING FOR THE PROHIBITION AND REGULATION OF SUCH DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR A SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Moss made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Caplan.

There was extensive discussion from Council, the Attorney, and the Manager regarding Class 1 electric bicycles, legal interpretations regarding regulating by age, and state law preemption. Also discussed were Miami-Dade County's proposed ordinance for Crandon Boulevard, the ordinance's sunset date, and the dollar amount of fines.

The ordinance was approved on first reading by a 6-1 roll call vote. The vote was as follows: Councilmembers Caplan, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember London voting No.

Councilmember London made a motion to direct the Attorney to request an Attorney General opinion as to the possibility of regulating by age, if registration can be required, and if an electric bicycle's battery is removed, is it still considered an electric bicycle.

There was additional discussion from Council and the Attorney regarding installing governors on electric bicycles.

Councilmember Caplan requested that the inquiry of whether speed reduction devices or governors can legally be installed be added to the motion. Councilmember London accepted the amendment to the motion.

The motion, as amended, was seconded by Councilmember Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

At this time the Clerk read the following ordinance on first reading, by title:

**A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING PERSONS SERVICES CORP. FOR PHASE 1 OF THE VILLAGE BEACH PARK RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED $1,069,975; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Vazquez.

There was discussion from Council and CIP and Grants Manager Colleen Blank regarding the ADA ramp design and placement, the boardwalk ramp removal, and transparency for the construction costs.

Councilmember Moss addressed CIP and Grants Manager Blank regarding changing the orientation of the design renderings for better viewability and receiving a schedule of values for construction costs for second reading. There was no objection to these requests.

There was additional discussion from Council and CIP and Grants Manager Blank regarding

bathroom door locks not being in this scope of work and requesting a mitigation plan for park usage during construction.

The ordinance was approved on first reading by a 6-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember Sardiñas was not in attendance virtually at the time the vote was taken.

The Clerk read the following ordinance on second reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2023-12 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2023-2024 BY REVISING THE 2023-2024 FISCAL YEAR BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Moss made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Caplan.

Councilmember Moss addressed the Council regarding fixing the Council Chamber elevator.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

There was discussion from Council, the Manager, and Chief Financial Officer Benjamin Nussbaum regarding the following budget amendment items: installing artificial turf at St. Agnes field, the Council Chamber elevator and the Community Center roof leaks as being emergencies, and the Council Chamber renovation into a community theater. Also discussed was the additional revenue to fund these items came mostly from grants and intergovernmental revenues.

It was the consensus of Council to earmark the additional $3,000,000+ from the general fund surplus to go towards funding stormwater projects in order to reduce taxpayer expense.

The ordinance was adopted on second reading by a 6-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember Sardiñas was not in attendance virtually at the time the vote was taken.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONTRACT FOR CONSTRUCTION WITH EASTMAN AGGREGATE ENTERPRISES, LLC FOR THE PURCHASE AND INSTALLATION OF BEACH PLANTINGS AS PART OF THE BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED $166,502.40; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by

Vice Mayor McCormick.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council regarding the above resolution.

There was discussion from Council and CRSO Dr. Samimy regarding the pricing received for plants and the unexpected additional beach erosion.

It was the consensus of Council to direct the Manager that when a change order occurs, as a best practice, market research needs to be done on whether the pricing is in line and for this resolution to be amended as a not to exceed amount but if procurement can be made for less, then to do the project for less.

The Manager addressed the Council that the quotes will be shared with Council when received.

The resolution, as amended, was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember Sardiñas was not in attendance virtually at the time the vote was taken.

At this time the Clerk read the following resolution by title:

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING MASTEC NETWORK SOLUTIONS, LLC FOR DESIGN-BUILD SERVICES RELATING TO THE INSTALLATION OF TWO STORMWATER PUMP STATION BACK-UP GENERATORS IN AN AMOUNT NOT TO EXCEED $419,109.46; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Moss made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

Public Works Director Cairo Cangas addressed the Council regarding the above resolution.

There was discussion from Council, Director Cangas, and CIP and Grants Manager Blank regarding the timeline for grant approval and completion, the generator's dimensions and footprint, what are the generators going to look like installed, and how to address the visual impacts.

It was the consensus of Council to direct the Manager to report back on how the Village is going to make these structures more aesthetically pleasing and that this treatment does not necessarily need to be the same for each location.

The above resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING A AFFORDABLE CARPET AND MAINTENANCE INC. (D/B/A DUPONT FLOORING SYSTEMS) FOR REPAIR AND RESTORATION SERVICES FOR VARIOUS TERRAZZO ART INSTALLATIONS IN AN AMOUNT NOT TO EXCEED $143,140.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Moss.

Director Calleros Gauger addressed the Council regarding the above resolution and bidding process.

The resolution was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, and Vice Mayor McCormick voting Yes. Mayor Rasco was out of the room at the time the vote was taken.

The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING ASHBRITT, INC. AND CERES ENVIRONMENTAL SERVICES, INC. FOR EMERGENCY DISASTER DEBRIS REMOVAL AND RESPONSE SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-03; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember London made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

There was discussion from Council and the Manager regarding the above resolution, the enforcement of the contract in the case of a disaster, and securing a backup vendor contract.

AshBritt, Inc. Senior Vice President Matt Gierden addressed the Council regarding the above resolution.

The resolution was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, and Vice Mayor McCormick voting Yes. Mayor Rasco was out of the room at the time the vote was taken.

11. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Village Manager. The Clerk read the following item, by title: Motion declaring a zoning in progress relating to workforce housing and nonresidential regulations.

The Manager addressed the Council and public reciting a letter from Terra Acquisitions Florida LLC requesting a site plan workshop for 301 Ocean Drive (Silver Sands Beach Resort) to develop 56 residential units and a restaurant.

The Attorney addressed the Council regarding zoning in progress and pending interim standards. Any multifamily residential or non-residential development that were to apply would have these pending standards until adopted.

Director Calleros Gauger addressed the Council regarding minimum housing standards and the Live Local Act.

There was extensive discussion from Council, the Attorney, and Director Calleros Gauger regarding the above items, higher parking requirements, and increasing commercial to 30% for a mixed-use development.

Councilmember Caplan made a motion to adopt the above motion along with easements for critical need as applicable to non-residential or multi-family units. The motion was seconded by Councilmember Vazquez and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The Manager addressed the Council regarding the Manager's Report and upcoming agenda items.

The Manager addressed the Council regarding a community safety update.

Mayor and Councilmembers: Mayor Rasco addressed the Council reporting that Item 11B1 was addressed earlier in the evening and Item 11B2 will be brought back at a future meeting date to be determined.

Mayor Rasco appointed Suzanne Bellucci and Estefania Diaz-Balart to serve on the Education Advisory Board. It was the Consensus of Council to confirm these appointments.

At this time the Clerk addressed the Council regarding the tentatively scheduled July 9, 2024 Regular Council Meeting date. There was discussion from Council regarding the above item. It was the consensus of Council for this meeting date to remain tentative at this time.

Councilmember Moss addressed the Council regarding parking on Ocean Lane Drive due to construction and 40-year certifications and the temporary inconvenience to residents.

Chief of Police Francis J. Sousa addressed the Council reporting on the Police Department issuing parking passes and parking enforcement on Ocean Lane Drive.

Vice Mayor McCormick addressed the Council regarding boating traffic on Mashta Flats, boating safety concerns, and environmental impacts.

Chief Sousa addressed the Council regarding marine operations and staffing, police enforcement, and working collaboratively with Miami-Dade County and FWC (Florida Fish and Wildlife Conservation Commission) regarding enforcement.

There was discussion from Council, the Attorney, and Chief Sousa regarding the above items, recreational party boats, the Taintor Flats, and working on future measures for additional regulations on Mashta Flats.

Village Attorney. The Attorney did not submit a report.

Village Clerk. This item was addressed earlier in the evening.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 10:30 p.m.

***Respectfully submitted:***

_____

***Jocelyn B. Koch***
***Village Clerk***

***Approved this _____ day of _____2024:***

_____

***Joe I. Rasco***
***Mayor***

***IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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.***

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, JUNE 11, 2024

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:25 p.m. Present were Councilmembers Franklin H. Caplan, Edward London (arrived at 6:34 p.m.), Brett G. Moss, Oscar Sardiñas, Fernando A. Vazquez, Vice Mayor Allison McCormick, and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Councilmember Caplan led the Pledge of Allegiance.

3. **INVOCATION:** Pastor Dennis Eastling with Key Biscayne Community Church was unable to attend the meeting.

At this time Mayor Rasco and Council addressed the public recognizing the Under 13 Elite Girls Soccer State Championship Team: Josefina Aguera, Antonia Beltran, Alesia Boelke, Natalia Bracamontes, Sofia Cavalieri, Pia Earl, Lucia Gabaldon, Eva Garcia Miro, Julia Mascarenhas, Paulina Plehn, Jacinta Rebolledo, Luciana Tarazona, Josefina Tedin, Jacinta Tuneu, Martina Torrado, and Jazmin Waldman Bernigaud. Coach Mario Ferro addressed the public regarding the team's upcoming tournament schedule in Texas.

4. **BRIEF COMMENTS BY COUNCIL:** Councilmember Caplan addressed the Council regarding adding an agenda item in reference to the Police Department.

5. **PUBLIC COMMENTS:** There were no residents that addressed the Council.

6. **AGENDA:** Mayor Rasco requested the withdrawal of Item 7D. Councilmember Caplan requested the addition of a report from the administration regarding the Police Department's disciplinary assessment and recent decision made. The Manager reported Councilmember Caplan's agenda request will be presented along with Item 11A2. The Attorney requested the addition of a report regarding Form 6 litigation as Item 11C1. Councilmember Caplan made a motion to approve the agenda, as amended. The motion was seconded by Councilmember Moss

and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

7. **SPECIAL PRESENTATIONS:** The presenters of Items 7B and 7C were unable to attend the meeting.

A presentation was given by AARP Director of State Operations Dionne Polite regarding the Village joining the AARP/ Global Network of Age Friendly Communities and Cities. The Council and Ms. Polite thanked Coordinator of Senior Services Roxy Lohuis and the following Ask Club members: Ed Stone, Barbara Savage, Christine Biggers, Susan Sawyer, and Mayra Santamaria.

A presentation was given by Tony Godinez, 121 Cape Florida Drive regarding a house next door that has been under construction for nine years.

There was discussion from Council, the Attorney, Building, Zoning and Planning Director Jeremy Calleros Gauger, and the Manager regarding the above presentation and the Miami-Dade County and Florida Building Codes.

It was the consensus of Council for the Manager and the Attorney to meet with Miami-Dade County regarding strengthening the county's building code and to look at how to strengthen the Village's building code.

There was discussion from Councilmember Caplan and the Attorney regarding looking into a possible impact fee due to delay, disruption, and nuisance and/or other fees for protracted construction. The Attorney will report back at a future meeting date to be determined.

8. **CONSENT AGENDA:** Councilmember Caplan made a motion to approve the following consent agenda. The motion was seconded by Councilmember Moss and approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The minutes of the March 12, 2024 Regular Council Meeting.

The minutes of the April 9, 2024 Regular Council Meeting.

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, GRANTING AN EASEMENT TO THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT (WASD) RELATING TO SANITARY SEWER FACILITIES AT BEACH PARK; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

9. **ORDINANCES:** The Clerk read the following ordinance on second reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING THE UNIQUE ABILITIES ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Moss made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Caplan.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

The ordinance was adopted on second reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The Clerk read the following ordinance on second reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ARTICLE II, CHAPTER 26, "GOLF CARTS," OF THE VILLAGE CODE OF ORDINANCES RELATING TO PENALTIES FOR GOLF CART VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Sardiñas.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

The ordinance was adopted on second reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The Clerk read the following ordinance on second reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CREATING ARTICLE V, CHAPTER 26, "ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES" OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE; PROVIDING FOR THE PROHIBITION AND REGULATION OF SUCH DEVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR A SUNSET DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to adopt the ordinance on second reading. The motion was seconded by Councilmember Sardiñas.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

Councilmember Moss made a motion to remove the date of the sunset provision, and for the date to be contingent on the state legislature passing legislation to ensure there is an age restriction of 16 years old and above and a driver's license required. The motion died for lack of a second.

There was discussion from Council and the Attorney regarding the above motion, the genesis of the sunset provision, and special conditions.

Councilmember Sardiñas made a motion to remove the sunset provision altogether. The motion was seconded by Councilmember Moss.

There was discussion from Council, the Attorney, and the Manager regarding the above motion and police enforcement.

Councilmember Caplan addressed the Council regarding the Village having an active pedestrian realm of people walking and running and an enormous number of bicycles in the parks, on the sidewalks, and at numerous conflict points.

Councilmember Moss made an amendment to the motion to remove the sunset provision and to add a whereas clause adding a minimum age of 16 years old and older and a valid driver's license would be required. Councilmember Sardiñas accepted the amendment to the motion.

It was the consensus of Council for the Attorney to include clarifying language regarding the active pedestrian realm and the number of bikes adding to the traffic congestion and the unique circumstance regarding pelotons.

The motion, as amended, was approved by a 6-1 roll vote. The vote was as follows: Councilmembers Caplan, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember London voting No.

The Attorney addressed the Council regarding a change was made between first and second reading to acknowledge that any additional regulations agreed to in an interlocal agreement between the Village and Miami-Dade County on Crandon Boulevard is something that will be enforced, and the Village is in active negotiations with the County, and the administration intends to bring an interlocal agreement before the Council at the July 2024 Regular Council Meeting.

The ordinance, as amended, was adopted on second reading by a 6-1 roll call vote. The vote was as follows: Councilmembers Caplan, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes. Councilmember London voting No.

At this time the Clerk read the following ordinance on first reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN REGARDING PUBLIC UTILITY USES WITHIN ALL FUTURE LAND USE MAP CATEGORIES; PROVIDING FOR**

**TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Sardiñas.

Councilmember Moss and Director Calleros Gauger addressed the Council regarding the above ordinance is needed so that the comprehensive plan aligns with the zoning code.

Mayor Rasco addressed the public regarding Councilmembers Moss and Caplan meeting with staff at public meetings regarding the above ordinance. The Manager addressed the Council and public that another meeting will be held in August 2024, the date to be determined.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

The ordinance was approved on first reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

At this time, the Clerk read the following ordinance on first reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-101, "COMMERCIAL DISTRICTS" AND SECTION 30-106 "OFFICE DISTRICT" OF THE VILLAGE CODE OF ORDINANCES, TO CREATE MINIMUM SQUARE FOOTAGE STANDARDS FOR MIXED-USE DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Sardiñas made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Caplan.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

There was discussion from Council, Director Calleros Gauger, and the Attorney regarding the above ordinance, having a minimum requirement of 35% commercial for mixed-use development, and district use.

It was the consensus of Council for the Attorney to add clarifying language regarding if otherwise permissible to be developed as mixed-use.

The ordinance, as amended, was approved on first reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick,

and Mayor Rasco voting Yes.

At this time, the Clerk read the following ordinance on first reading, by title:

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 30-44, "HOUSING STANDARDS," TO ESTABLISH MINIMUM HOUSING STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Sardiñas.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

Councilmember Moss addressed the Council regarding amending Section 30-44 (b)(2) to address equal distribution and that each elevator should be accessed equally to the same distribution of the 40%, and by floor so that it is fully mixed.

There was discussion from Council and the Attorney regarding equal distribution.

It was the consensus of Council to amend the ordinance to include Councilmember Moss's above proposal and for Councilmember Moss to meet with Director Calleros Gauger and include any additional changes needed for second reading of the ordinance.

The ordinance, as amended, was approved on first reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The Clerk read the following ordinance on second reading, by title:

**A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING PERSONS SERVICES CORP. FOR PHASE 1 OF THE VILLAGE BEACH PARK RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED $1,069,975; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Sardiñas.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

CIP and Grants Manager Colleen Blank addressed the Council regarding the pavilion's ADA ramp

renderings, itemized construction costs and general requirements, and the public access plan during the 6-to-8-month construction period.

There was discussion from Council, CIP and Grants Manager Blank, and the Attorney regarding the above items, communications, and liquidated damages in vendor contracts.

Councilmember Moss addressed the administration regarding if the Village can require a CSI (construction specification) standardized format in order to show detailed construction costs for comparison purposes.

There was extensive discussion from Council, CIP and Grants Manager Blank, the Attorney, and the Manager regarding having a CSI standardized construction cost format, liquidated damages for timelines and rates, removing the construction permit allowance and not including contingencies in the calculation to get to profit, and public construction contract standards and requirements.

It was the consensus of Council to ask the contractor to take out the construction permit allowance and the 10% contingency from the calculation of the profit and for the Attorney to include language regarding the contract going to the next bidder if needed.

There was additional discussion from Councilmember Sardiñas and CIP and Grants Manager Blank regarding beach access during construction and having clear signage for the alternate beach access.

The ordinance, as amended, was adopted on second reading by a 7-0 roll call vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

10. **RESOLUTIONS:** The Clerk read the following resolution by title:

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING PLAYCORE WISCONSIN, INC. (D/B/A GAMETIME) FOR THE UNDER 5 PLAYGROUND PROJECT AT THE VILLAGE GREEN PARK IN AN AMOUNT NOT TO EXCEED $174,771.34; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Sardiñas.

Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council regarding the above resolution and that this project will be 65% funded by a Florida Recreation Development Assistant Grant.

There was discussion from Council, Director Hofferberth, and the Manager regarding the resolution and playground designs.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers

Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR BIOLOGICAL MONITORING AND REPORTING SERVICES RELATING TO THE 2024 BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED $60,077; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Sardiñas.

Chief Resilience and Sustainability Officer Dr. Roland Samimy addressed the Council regarding the above resolution.

There was discussion from Council, CRSO Dr. Samimy, and the Manager regarding the above resolution, seagrass encroachment, and the cost share of 35% with the Beach Management Funding Assistance Program.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF A CHEVROLET TAHOE 4X4 DIESEL VEHICLE FROM MAROONE USA, LLC IN AN AMOUNT NOT TO EXCEED $65,390; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Sardiñas made a motion to approve the resolution. The motion was seconded by Councilmember Moss.

There was discussion from Council and Fire Rescue Chief Eric Lang regarding the above resolution and funding origins.

The resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Moss, Sardiñas, Vazquez, Vice Mayor McCormick, and Mayor Rasco voting Yes.

11. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Village Manager. The Manager addressed the Council regarding the information for projects updates was included in the agenda.

Black & Veatch Program Manager Michael Houda addressed the Council reporting on FPL's feeder line hardening program.

There was discussion from Council regarding the above program, the master plan, and Fernwood Road.

It was the consensus of Council not to move forward with FPL's hardening program.

Director Hofferberth addressed the Council reporting on the VECHS and SAFESPORT update for the Village's new vetting and hiring system which includes Level 2 background checks.

There was extensive discussion from Council, Director Hofferberth, the Manager, and Chief of Police Francis J. Sousa regarding self-reporting mechanisms, ways to report anonymously via Miami-Dade County Crimestoppers, continuous staff training, and on boarding due diligence. Also discussed were frequency of screenings, rules of engagement and specific policies for vendors and employees, volunteers, and full and part time Village employees. The Manager will put together a team regarding the above items and report back at the August 2024 Regular Council Meeting.

Chief Sousa addressed the Council regarding the disciplinary assessment and recent decision made regarding a Village police officer's investigation and the investigation process.

There was discussion from Council and Chief Sousa regarding the above items.

Mayor and Councilmembers: Councilmember Moss addressed the Council regarding four large trees that were erroneously removed from a right of way, changing the Village's policy to add protections from tree removal, and the planting of more trees in the Village.

There was discussion from Council, Director Calleros Gauger, the Attorney, and Public Works Director Cairo Cangas regarding the above items, looking at ways to replace the trees, a tree tracking system, the annual health inspection of the Village's trees, and a right of first refusal for replanting. Also discussed was a recent street tree planting plan completed by the City of Coral Gables.

Mayor Rasco addressed the Council regarding not holding the tentatively scheduled July 9, 2024 Council Meeting and possibly holding a Special Council Meeting on the same evening as the June 25th, 2024 Budget Workshop.

There was discussion from Council, the Attorney, and the Manager regarding the above items and to not hold the July 9, 2024 Regular Council Meeting. Mayor Rasco and the Manager will meet to discuss meeting scheduling.

The Attorney addressed the Council reporting that the Federal Court issued a preliminary injunction that changes the financial form filing requirement from a Form 6 back to a Form 1. The

State is currently updating the electronic filing system to reflect this change and the Clerk will provide additional information regarding filing.

> At this time the Mayor opened for public comments. Charles Hyatt Collins, 1121 Crandon Boulevard addressed the Council. The Mayor closed public comments.

There was discussion from Council and the Attorney regarding campaign rules.

Village Attorney. The Attorney did not submit a report.

Village Clerk. The Clerk did not submit a report.

13. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 9:44 p.m.

***Respectfully submitted:***

_____
***Jocelyn B. Koch***
***Village Clerk***

***Approved this _____ day of _____2024:***

_____
***Joe I. Rasco***
***Mayor***

***IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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.***

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Approval of 2023 Statewide Mutual Aid Agreement

## RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute the 2024 Statewide Mutual Aid Agreement (SMAA), which ensures the timely reimbursement of costs incurred by the local government during emergencies.

## BACKGROUND

The 2024 Statewide Mutual Aid Agreement ensures that all Florida counties are working under the most recent version of the agreement. The Florida Division of Emergency Management is requesting that all counties update their agreements to the 2023 version.

The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

The 2023 update includes the following provisions:

- Allowing the SMAA to be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. This allows for a formal mutual aid process for the entities within Florida to use.

- In using the SMAA for mutual aid, the requesting entity agrees to reimburse the assisting party per the terms of reimbursement in the SMAA. However, if the terms for reimbursement are to vary from the provisions of SMAA, this needs to be specified and signed off by both parties prior to assistance being rendered.

- The SMAA automatically renews each year; only contact information needs to be updated.

The fiscal impact will be if there is a need for the Village to request resources through the SMAA. The Village would be paying for the cost of the equipment or services that would typically be under a local state of emergency. It is recommended that the Council approves the resolution authorizing the Village Manager to execute and adopt the agreement.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A 2023 STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) AND PARTICIPATING LOCAL GOVERNMENTS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, Florida law also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS**, on August 27, 2019, the Village Council adopted Resolution No. 2019-54, approving a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management ("FDEM") and participating local governments for the provision and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, Florida Statutes; and

**WHEREAS,** FDEM has proposed entering into a revised 2023 Statewide Mutual Aid Agreement (the "Agreement") in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Council desires to approve the Agreement and authorize the Village Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the Village Council approves the Agreement in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

**FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

**SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

## STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
## Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Florida Department of Environmental Protection (FDEP) FY 2025/26 Beach Management Funding Assistance Program

## RECOMMENDATION

I recommend Village Council authorize the Village Manager to apply for the annual Beach Management Funding Assistance Program from Florida Department of Environmental Protection (FDEP) for Beach Nourishments Program in FY 2025.

## BACKGROUND

The Beach Management Funding Assistance Program is developing its annual prioritized list of beach and inlet management projects for the Department's FY 2025-2026 Local Government Funding Request (LGFR). The Village of Key Biscayne applies to this program on an annual basis as external funds are available to offset the costs of maintaining the beach. This is a cost reimbursdable grant with a match requirement that is covered by beach related funds from various agencies such as FEMA, DEM & DEP.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONFIRMING THE VILLAGE'S ABILITY TO FUND AND SUPPORT THE PERMITTING, DESIGN, CONSTRUCTION, AND MONITORING OF THE VILLAGE'S BEACH RENOURISHMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne ("Village") is the entity responsible for the maintenance and preservation of the beach adjacent to the Village that is the subject of the Village's Beach Renourishment Project (the "Project"); and

**WHEREAS**, the Village recognizes the significant economic, recreational, environmental, and shore protection value that beach renourishment has provided since 1987 and continues to provide today; and

**WHEREAS,** the Village supports the permitting, design, construction, and monitoring of the Project, which is located approximately between Florida Department of Environmental Protection's Monuments R101and R108 in Miami-Dade County, Florida; and

**WHEREAS,** the Village is willing to serve as the local sponsor for the Project and commits to appropriating full funding of the local share of a state approved project in its capital improvement budget for the permitting, design, construction, and monitoring of the Project anticipated to begin in Fiscal Year 2025-26; and

**WHEREAS,** the Village Council has determined that the Project and the adoption of this Resolution are in the best interest of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1.** **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.** **Funding of Project.** The Village confirms that it shall provide the balance of any funding required for the permitting, design, construction, and monitoring of the Project that is not funded by Miami-Dade County, FEMA, or by the State of Florida.

**Section 3.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Application to the Florida Transit Development Program to Sustain Expanded Freebee Fleet

## RECOMMENDATION

I recommend the Village Council to authorize the Village Manager to apply and accept grant award from the Florida Transit Development Program to sustain the expanded Freebee fleet by three vehicles to meet increasing demand, reduce wait times and offset the loss of County bus service along Harbor Drive. The Village will be awarded from the State FDOT: $152,312 to be locally matched: $152,312 (CITT Funds). This grant award covers the second year of grant support for the additional three vehicles. Total cost for the addition of 3 vehicles to the Villages existing fleet will be $304,624 for 1-year. Village staff will reapply for the same funds for year 3 financial support from FDOT. FDOT will not provide financial support beyond year 3. If the Village chooses to continue with the augmented fleet, the additional vehicles will be paid for as a function of available CITT funds. It should be noted that the additional vehicles to date have enabled reaching and exceeding the ridership goal of 10,000+ rides per month and have had a slight improvement in average wait times.

## BACKGROUND

The 2014 sustainability Plan was comprised of 9 specific program areas including transportation. Regarding transportation related sustainability goals, the Village was encouraged to "Engage with Miami-Dade Transit, Miami-Dade Metropolitan Planning Organization, Citizen's Independent Transportation Trust (CITT) and other relevant entities to improve transit options" as well as "Evaluate internal transit options for the Village". Additionally, the Village undertook a formal community survey in 2015 which of respondents' top three items of concern, 47% indicated that the overall traffic conditions within the community should receive the most emphasis from Village Leaders. In response to the community wide concern over traffic conditions, in 2015 the Village Council approved the completion of a Key Biscayne Transit Mobility Study to formulate solutions to the Village's traffic and transportation challenges. To help alleviate traffic congestion problems internal to Key Biscayne, micro-transit solutions were recommended such as small, multi-passenger low speed electric vehicles circulating across the Village and the Freebee service was initiated to start addressing the Village's traffic challenges. Over the past 7 years, ridership on Freebee has steadily grown year to year from 2016 to 2023 (annual total passengers transported: ~1000, 31330, 83787, 111356, 64708, 83639, 69174, 93625

respectively). It is important to note that ridership in 2020, 2021 and 2022 was dramatically impacted by the COVID19 pandemic, however, in 2021 ridership bounced back significantly despite the pandemic and continues to rise month to month. As popularity and demand for the Freebee service has grown, Village Staff conducted a 2021/2022 community survey to quantify interest in expansion of the Freebee on-demand service. The community survey confirmed the usage of Freebee service and therefore, three additional Freebee on-demand vehicles were requested through the grant opportunity to reduce response times for on-demand pick-ups and absorb the demand generated by the discontinuation of County bus service down Harbor Drive as well as the additional trips generated from the three new beach access paths, while also reducing wait times.

Funding for the 50% local match will come from the Citizen's Independent Transportation Trust (CITT) People's Transportation Plan Municipal Transportation Program. The program was approved by County referendum in 2002 and approved the Transportation Trust to oversee the proceeds of the voter-approved ½ cent county sales surtax. The Ordinance creating the half-penny transportation surtax calls for 20 percent of surtax proceeds to be distributed directly to municipalities on a pro rata basis for use on local transportation and transit projects. Municipalities must apply at least 20 percent of their share of surtax proceeds toward transit uses and must submit their transportation plans to the County. The Village's FY 24 projected allocation of surtax proceeds is estimated at $910,000.

The Village contract for Freebee services expired on June 30, 2022, and the Village solicited bids to provide transit services. BeeFree LLC was selected as the lowest responsible and responsive bidder and will continue providing on-demand transit services for the duration of this grant award. The grant request of $152,312, which the Village intends to reapply for the same funds in year 3 was based on 50% of the estimated cost of providing an additional 3 vehicles.

**DESCRIPTION OF EXPANDED SERVICE**

The Village's current Freebee Public Transit Service consist of eight (8) 5-passenger Freebee electric vehicles of which one is ADA accessible and also serves as a standby vehicle. The Village has been awarded funding to sustain the three (3) Freebee on-demand vehicles above the original 5 vehicles used to launch the transit program. It should be noted that given the availability of excess CITT funds, a ninth vehicle has been temporarily added during the peak ridership time of the year to determine if ridership and wait times can be further improved. The three additional Freebee on-demand vehicles have been proven successful for absorbing the demand generated by the discontinuation of County bus service down Harbor Drive as well as the additional trips generated from the three new beach access paths, while also reducing wait times. The additional Freebee vehicle service will mirror the existing on-demand services (Sunday - Thursday 8am - 8pm, Friday 8am - 10pm, Saturday 10am - 10pm) but 1 of the 3 additional vehicles is dedicated as a quasi-circulator for Harbor Drive for a couple hours in the morning to provide last mile service to the county bus riders. The expansion of the Freebee

public transit on-demand services is geared towards helping reduce peak hour traffic congestion. During non-peak hours, Freebee on-demand response service will provide inter-Village trips between 9:00 a.m. to 4:00 p.m. The Key Biscayne Freebee Public Transit Service will remain an on-demand app-based service that allows users to request rides on-demand (when riders want it) from anywhere in the Village (wherever they need it) to freely travel within the Village boundaries (Freebee will also takes riders into Bill Baggs State Park and Crandon Beach Park just outside the municipal boundary). The service also provides free on-demand rides to connect passengers to the Miami-Dade County mass public transit bus system as a logical link of service to regional transit and serves as the first and last mile connection for public transit users in the Village of Key Biscayne.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $152,312 RELATING TO THE VILLAGE'S ON-DEMAND TRANSIT SERVICE AND APPROVING AN AMENDMENT TO THE GRANT AGREEMENT RELATED TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on June 6, 2023, the Village Council of the Village of Key Biscayne ("Village") adopted Resolution No. 2023-33, selecting BeeFree, LLC d/b/a FreeBee ("FreeBee") for the provision of on-demand transit services in the Village (the "Services") pursuant to Request for Proposal No. 2023-02 and authorizing the Village Manager to negotiate and execute an agreement with FreeBee; and

**WHEREAS,** on August 29, 2023, the Village Council adopted Resolution No. 2023-52, accepting a Public Transit Service Development Program Grant (the "Grant") in the amount of $166,679 to expand the Services offered by the Village through FreeBee, which the Village matched with $166,679 in Citizens' Independent Transportation Trust ("CITT") surtax proceeds; and

**WHEREAS,** FDOT has awarded the Village additional Grant funding for the Services in the amount of $152,312 for Fiscal Year 2024-25, which the Village will match using $152,312 in CITT surtax proceeds; and

**WHEREAS,** the Village desires to accept the additional Grant funds from FDOT in the amount of $152,312 and enter into an Amendment to the Grant Agreement in substantially the form attached hereto as Exhibit "A" (the "Amendment"); and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Acceptance and Approval.** That the Village Council hereby accepts the additional Grant funds in an amount of $152,312 from FDOT and approves the Amendment in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Amendment, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# PUBLIC TRANSPORTATION
# AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC DEVELOPMENT
OGC 07/22

| | | | | | |
|---|---|---|---|---|---|
| Financial Project Number(s): (item-segment-phase-sequence) | | Fund(s): | DPTO | FLAIR Category: | 088774 |
| 452067-1-84-01 | | Work Activity Code/Function: | 215 | Object Code: | 751000 |
| | | Federal Number/Federal Award Identification Number (FAIN) – Transit only: | | Org. Code: | 55062020629 |
| | | | | Vendor Number: | F650291811001 |
| Contract Number: | G2M87 | Federal Award Date: | | Amendment No.: | 1 |
| CFDA Number: | N/A | SAM/UEI Number: | XJ2JCWSPC943 | | |
| CFDA Title: | N/A | | | | |
| CSFA Number: | 55.012 | | | | |
| CSFA Title: | Public Transit Service Development Program | | | | |

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Village of Key Biscayne, ("Agency"),collectively referred to as the "Parties."

## RECITALS

WHEREAS, the Department and the Agency on 9/14/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Second year of Transit Service Development Program SFY25 funds for Village of Key Biscayne to provide an expanded on-demand transit service. End date extended to 12/31/2025.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   _ Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)

_ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
_ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
_ *Additional Exhibit(s):

**4. Project Cost.**
The estimated total cost of the Project is X increased/ _ decreased by $304,624 bringing the revised total cost of the project to $637,982.

The Department's participation is X increased/ ___ decreased by $152,312. The Department agrees to participate in the Project cost up to the maximum amount of $318,991, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Village of Key Biscayne

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

To: Simon.Huang@dot.state.fl.us

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**G2M87**

**8/11/2023**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | G2M87 |
| **Contract Type:** | GD - GRANT DISBURSEMENT (GRANT) |
| **Method of Procurement:** | G - GOVERMENTAL AGENCY (287.057,F.S.) |
| **Vendor Name:** | VILLAGE OF KEY BISCAYNE |
| **Vendor ID:** | F650291811001 |
| **Beginning Date of This Agreement:** | 08/10/2023 |
| **Ending Date of This Agreement:** | 12/31/2024 |
| **Contract Total/Budgetary Ceiling:** | ct = $166,679.00 |
| **Description:** | SFY24 - SERVICE DEVELOPMENT GRANT FREEBEE FOR VILLAGE OF KEYBISCAYNE |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/11/2023**

| | |
|---|---|
| Action: | Original |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55062020629 |
| Expansion Option: | A1 |
| Object Code: | 751000 |
| Amount: | $166,679.00 |
| Financial Project: | 45206718401 |
| Work Activity (FCT): | 215 |
| CFDA: | |
| Fiscal Year: | 2024 |
| Budget Entity: | 55100100 |
| Category/Category Year: | 088774/24 |
| Amendment ID: | O001 |
| Sequence: | 00 |
| User Assigned ID: | |
| Enc Line (Gs)/Status: | 0001/04 |

**Total Amount: $166,679.00**

To: Simon.Huang@dot.state.fl.us

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**G2M87**

**7/16/2024**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | G2M87 |
| **Contract Type:** | GD - GRANT DISBURSEMENT (GRANT) |
| **Method of Procurement:** | G - GOVERMENTAL AGENCY (287.057,F.S.) |
| **Vendor Name:** | VILLAGE OF KEY BISCAYNE |
| **Vendor ID:** | F650291811001 |
| **Beginning Date of This Agreement:** | 09/14/2023 |
| **Ending Date of This Agreement:** | 12/31/~~2024~~ 2025 |
| **Contract Total/Budgetary Ceiling:** | ct = $318,991.00 |
| **Description:** | SFY24 - SERVICE DEVELOPMENT GRANT FREEBEE FOR VILLAGE OF KEYBISCAYNE |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/16/2024**

| | |
|---|---|
| Action: | Supplemental |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55062020629 |
| Expansion Option: | A1 |
| Object Code: | 751000 |
| Amount: | $152,312.00 |
| Financial Project: | 45206718402 |
| Work Activity (FCT): | 215 |
| CFDA: | |
| Fiscal Year: | 2025 |
| Budget Entity: | 55100100 |
| Category/Category Year: | 088774/25 |
| Amendment ID: | S001 |
| Sequence: | 00 |
| User Assigned ID: | AMEND1 |
| Enc Line (6s)/Status: | 0002/04 |

**Total Amount: $152,312.00**

## EXHIBIT B

### Schedule of Financial Assistance
### TRANSIT OPERATING ONLY

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

**A. Fund Type and Fiscal Year:**

| Financial Project Number | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/ CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount |
|---|---|---|---|---|---|---|---|
| 452067-1-84-01 | DPTO | 088774 | 2024 | 751000 | 55.012 | Public Transit Service Development Program | $166,679.00 |
| 452067-1-84-02 | DPTO | 088774 | 2025 | 751000 | 55.012 | Public Transit Service Development Program | $152,312.00 |
| | | **Total Financial Assistance** | | | | | **$318,991.00** |

**B. Operations Phase - Estimate of Project Costs by Budget Category:**

| Budget Categories *Operations (Transit Only)* * | State | Local | Federal | Total |
|---|---|---|---|---|
| Salaries | $0 | $0 | $0 | $0 |
| Fringe Benefits | $0 | $0 | $0 | $0 |
| Contractual Services | $318,991 | $318,991 | $0 | $637,982 |
| Travel | $0 | $0 | $0 | $0 |
| Other Direct Costs | $0 | $0 | $0 | $0 |
| Indirect Costs | $0 | $0 | $0 | $0 |
| ***Totals*** | ***$318,991*** | ***$318,991*** | ***$0*** | ***$637,982*** |

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

**C. Cost Reimbursement**

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

| Scope Code and/or Activity Line Item (ALI) (Transit Only) | 30.09.01 |
|---|---|

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang
Department Grant Manager Name

Signature Date

## EXHIBIT D

## AGENCY RESOLUTION

***PLEASE SEE ATTACHED***

## EXHIBIT G

## AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation
**State Project Title:** Public Transit Service Development Program
**CSFA Number:** 55.012
***Award Amount:** $152,312

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON MIAMI-DADE COUNTY'S PUBLICLY ACCESSIBLE WEBSITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Florida Constitution requires all meetings of a county, municipality, school board, or special district at which official acts are to be taken or at which public business is to be discussed or transacted to be open to the public and properly noticed; and

**WHEREAS,** like many other municipalities in Miami-Dade County (the "County"), the Village of Key Biscayne (the "Village") historically published legal notices in the Daily Business Review when possible because it was more cost effective than other available newspapers of general circulation; and

**WHEREAS,** as of December 22, 2023, the Daily Business Review ceased producing a print product and no longer meets the qualifications necessary for publication of legal notices under Florida Law; and

**WHEREAS,** Section 50.0311, Florida Statutes, provides that a governmental agency may use the designated publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper; and

**WHEREAS,** on July 16, 2024, the County Board of County Commissioners adopted Resolution No. 693-24, which, among other things, designated "legalads.miamidade.gov" (the "Site") as the County's publicly accessible website and approved the form of interlocal

agreement (the "Agreement") attached hereto as Exhibit "A" for the publication of municipal legal advertisements and public notices on the Site; and

**WHEREAS,** the estimated annual cost for the software, maintenance, and support necessary for the publication of municipal legal advertisements and public notices on the Site is $707 per authorized Village employee user, which is less than the cost of advertising in a newspaper of general circulation in the County; and

**WHEREAS,** the Village Council desires to authorize the Village Manager to negotiate and enter into the Agreement with the County in substantially the form attached hereto as Exhibit "A" relating to the publication of municipal legal advertisements and public notices on the Site; and

**WHEREAS,** notwithstanding the foregoing, unless and until the Village Charter is amended, all legal advertisements and public notices shall be published in a newspaper of general circulation if required under the Village Charter; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1.** **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.** **Approval.** That the Village Council approves the Agreement with the County in substantially the form attached hereto as Exhibit "A," relating to the publication of municipal legal advertisements and public notices on the Site.

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement in substantially the form attached hereto as Exhibit "A" and any subsequent amendments, extensions, renewals, or related documents necessary to implement the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 4.** **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and the Village of Key Biscayne, Florida, a municipality, other unit of local government or other political subdivision in the State of Florida ("Village"). The parties to this agreement are solely the County and the Village (each a "Party," and collectively the "Parties").

**RECITALS**

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. The Village desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Village's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

**TERMS**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Village and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.

3. Utilization of Website. The Village may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Village to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Village wishes to publish on the Website, the County shall provide the Village with the ability to do so in a manner of the County's choosing. All postings by the Village must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Village shall be solely responsible for the placement of any advertisements or notices that the Village is required, or chooses, to publish in a print publication and for any advertisements or notices that the Village provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Village at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Village's use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Village shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal

Requirements"). The County shall have no responsibility for ensuring that the Village, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Village acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Village and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Village are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Village access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide the Village with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Village will be responsible for promptly notifying the County when any agents or employees of the Village should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Village will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Village to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Village will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Village shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by the Village's use of the Website, and any County administrative staff time required to facilitate the Village's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Village for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Village shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Village is required, or chooses, to publish in a print publication and for any advertisements or notices that the Village provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Village fails to pay such fees and costs in a timely manner, the County may terminate the Village's access to the Website, and the County shall have no liability to the Village for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for the Village is estimated to be $707 per Village agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Village the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Village will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. The Village shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Village's use of the Website or the Village's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Village, or (iii) any intentional, reckless, or negligent act or omission of the Village, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Village's use of the Website. The Village further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Village to use the Website to publish advertisements and notices. The Village agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Village's records and the Village acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Village. Each Village shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:
Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

Steven Williamson
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street, Suite 210
Key Biscayne, FL 33143
305-365-5514 (telephone)
305-365-8936 (facsimile)
manager@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Village.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Village nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge 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 or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the Southern District of Florida. EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

25. 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 on behalf of the County and the Village, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

**COUNTY**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Village, signing by and through its Village Manager, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

___ day of _____, 20___

**LOCAL GOVERNMENT**

VILLAGE OF KEY BISCAYNE, by and through
its Village Manager

ATTEST:

By: _____
Steven Williamson,
Village Manager

_____
Jocelyn Koch
Village Clerk

_____
Print Name

_____ day of _____, 20___

Approved as to form
and legal sufficiency:

_____
Weiss Serota Helfman Cole &
Bierman, P.L
Village Attorney

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH ANA MARIA HIGUERAS AND ALFREDO FERNANDEZ ESTRADA, INDIVIDUALLY AND AS LEGAL GUARDIANS OF THE MINOR CHILD, M.F.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on or about March 18, 2023, Ana Maria Higueras and Alfredo Fernandez Estrada, individually and as legal guardians of the minor child, M.F. ("Plaintiffs") filed a lawsuit styled *Ana Maria Higueras and Alfredo Fernandez Estrada, as legal guardians of the minor child M.F. v. Village of Key Biscayne*, in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Case No. 2023-005300-CA-01 alleging negligence against the Village (the "Lawsuit"); and

**WHEREAS,** in an effort to avoid the uncertainty and expense of continued and protracted litigation, the Village finds that it is in the best interest and welfare of the public to enter into a Settlement Agreement and General Release, in substantially the form attached hereto as Exhibit "A" (the "Settlement Agreement"), with the intent to resolve all claims or potential claims between the Village and the Plaintiffs, including claims that were or could have been raised in the Lawsuit; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.** **Approving Settlement Agreement.** That the Village Council hereby approves the Settlement Agreement in substantially the form attached hereto as Exhibit "A" in the amount of $30,000.

**Section 3.** **Authorization.** That the Village Manager is authorized to execute the Settlement Agreement in substantially the form attached hereto as Exhibit "A," and all documents deemed necessary to implement the intent of this Resolution, subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take such other action as may be necessary and appropriate to implement the terms of the Settlement Agreement and this Resolution.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

# SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into August __, 2024, by and between Ana Maria Higueras and Alfredo Fernandez Estrada, individually and as legal guardians of the minor child, M.F. ("Plaintiffs") and the Village of Key Biscayne ("Village"), a Florida municipal corporation (Plaintiffs and Village collectively referred to as the "Parties").

## Recitals

**WHEREAS**, on or about March 18, 2023, Plaintiffs filed a lawsuit against the Village, styled *Ana Maria Higueras and Alfredo Fernandez Estrada, as legal guardians of the minor child M.F. v. Village of Key Biscayne*, in the Circuit Court of the 11th Judicial Circuit In and For Miami-Dade County, Case No. 2023-005300-CA-01 alleging negligence against the Village (the "Lawsuit"); and

**WHEREAS**, the Village denies Plaintiffs' allegations; and

**WHEREAS**, the Parties agreed to resolve this matter; and

**NOW THEREFORE**, in consideration of their mutual promises contained herein, the Parties hereby agree as follows:

## Terms

1. **Incorporation of Recitals.** The Parties hereby agree and acknowledge that the foregoing Recitals to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

2. **Payment.**

a. The Village and its insurer shall, collectively, pay Plaintiffs, pursuant to Paragraph 3 below, the sum of Thirty Thousand and 00/100 Dollars ($30,000.00) in full and complete settlement of all of Plaintiffs' claims relating to the Lawsuit ("Settlement Sum").

b. The Settlement Sum should be made payable to: Trust Account of Gilbert & Smallman PLLC.

3. **Closing of Settlement.**

a. Within thirty (30) days of the approval of this Agreement by the Village Council, or the first reasonably available hearing date before the Court (whichever is first), counsel for Plaintiffs shall undertake all required efforts to obtain Court approval of this Settlement, which involves the minor, M.F. The Village shall cooperative in effectuating, and not oppose, said Court approval.

b. Within fourteen (14) days of Court approval of this Settlement, the Village shall deliver the Settlement Sum to Harris Gilbert, Esq., 3475 Sheridan St., Suite 301, Hollywood, FL 33021.

c. Within three (3) business day of the clearance of Settlement Sum, Plaintiffs' counsel shall inform counsel for the Village that the Settlement Sum has cleared and shall file a Notice of Voluntary Dismissal with Prejudice as to the Village with the Court, with each Party bearing their own fees and costs.

d. The Settlement shall be considered closed upon the clearance of the Settlement Sum and the filing of the Notice of Voluntary Dismissal with Prejudice.

4. **Additional Terms.** Plaintiffs agree to forfeit their rights (a) to reinstate the Lawsuit, and (b) to bring a new lawsuit based upon the facts and allegations raised in the Lawsuit.

Additionally, Plaintiffs state that at the time of the execution of this Agreement there are no outstanding claims or liens by way of reimbursement or subrogation by insurance carriers, attorneys, hospitals, medical providers or other entities including Medicare or Medicaid, for amounts paid or owed on behalf of the Plaintiffs by reason of the incident which is described above, or, in the alternative, if there are any such outstanding claims or liens, Plaintiffs will indemnify and hold the Village harmless from said amounts and will fully satisfy and resolve those claims including but not limited to any hospital liens, medical liens, attorneys liens, insurance liens and/or liens held by Medicaid or Medicare, any other governmental agency, or any other entity.

5. **Adequate Consideration.** Plaintiffs agree that the consideration as set forth in paragraph 2 above constitutes adequate and ample consideration for the rights and claims Plaintiffs are waiving and/or forfeiting under this Agreement and for the obligations imposed upon them by virtue of this Agreement.

6. **Complete Release.** Plaintiffs hereby voluntarily release, waive, and forever discharge any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which they have or may have against the Village and agents in their official and individual capacities (including but not limited to, its officials, elected officials, employees, agents, law enforcement officers, and attorneys) from the beginning of the world until the date of execution of this Agreement.

It is Plaintiffs' intention to fully, finally and forever resolve and release any and all disputes they may have or believe themselves to have against the Village and agents in their official and individual capacities (including but not limited to, its officials, elected officials, employees, agents, law enforcement officers, and attorneys) with respect to any alleged acts occurring before the Effective Date of this Agreement, whether those disputes are presently known or unknown, suspected or unsuspected.

6. **No Lawsuits or Claims by Third Parties.** Plaintiffs waive the rights and claims set forth above and agree not to institute, or have instituted by anyone, a lawsuit against the Village based on any such claims or rights. Plaintiffs further acknowledge and agree that with respect to

the rights and claims they are waiving, they are waiving not only their right to recover money or any other relief in any action they might commence, but also their right to recover in any action brought on their behalf by any other party.

7. **No Precedent Set**. The Parties agree that this Agreement is based upon the unique facts and circumstances of this particular case and does not establish any precedent, pattern or evidence of past practice for the resolution, disposition or determination of any other matter. Plaintiffs further acknowledges that this Agreement is being entered into by the Parties as a compromise of the disputed claims and not on the merits, and is solely for the purposes of avoiding the expense and inconvenience of further litigation. Neither this Agreement, nor any other consideration made and contained herein is construed to be an admission of liability on the part of the any Parties.

8. **Effective Date**. This Agreement will become effective upon the execution of this Agreement by Plaintiffs and the Village and cannot be executed by the Village unless approved by the Village Council during a public meeting. If this Agreement is not approved by the Village Council, then this Agreement is null and void and of no effect.

9. **Public Record**. Plaintiffs understand and agree that under the Florida Public Records Law, Chapter 119, Florida Statutes, the Village is required to, and shall upon request by any third party, disclose the terms of this Agreement, and the Village shall comply with all federal, state, and local laws requiring disclosure of public records.

10. **Non-Admission of Wrongdoing**. The Parties agree that neither this Agreement nor the furnishing of any consideration under this Agreement shall be construed as an admission by any party of any wrongdoing, liability or unlawful conduct.

11. **Governing Law and Interpretation**. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction, and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Venue for any litigation arising from this Agreement will be in Miami-Dade County, Florida.

12. **Entire Agreement**. This Agreement sets forth the entire agreement between the Parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the Parties, except as specified in this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to them in connection with their decision to sign this Agreement except for those set forth in this Agreement.

13. **Encouragement to Consult Attorney**. The Parties acknowledge that they have taken a reasonable period of time to consider the Agreement and have consulted with legal counsel before signing this Agreement.

14. **Amendment**. This Agreement may not be amended except by written agreement signed by all Parties.

15. **Headings**. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

16. **Acknowledgement**. The Parties acknowledge that they have carefully read and understand this Agreement consisting of five (5) pages and agree that they have not made any representations other than those contained herein. Plaintiffs also acknowledge that they enter into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims they had, have, or may have against the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

**ANA MARIA HIGUERAS,**
**Individually and as legal guardian of the Minor child M.F.**

By: _____

Date: _____

**ALFREDO FERNANDEZ ESTRADA,**
**Individually and as legal guardian of the Minor child M.F.**

By: _____

Date: _____

**VILLAGE OF KEY BISCAYNE**

By: _____

Title: _____

Date: _____

ATTEST:

BY: _____
VILLAGE CLERK

DATE: _____

Approved as to Form, and Legal Sufficiency:

BY: _____
VILLAGE ATTORNEY

DATE: _____

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: June 25, 2024

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Village Building Zoning and Planning Director

RE: Zoning and Land Development Code Creation of Section 30-101 Related to Mixed-Use Commercial Space (2nd Reading)

## RECOMMENDATION

I recommend that the Village Council approve modifying sections 30-101 "Commercial Districts," to create a minimum percentage of space required to be utilized as the prescribed use in the zoning ordinances when a property is developed as a mixed-use building.

## BACKGROUND

Florida Statute 166.04151 Affordable Housing includes section (7)(f) recognizing the importance of commercial space:

"(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential."

This provision of the Florida Statute requires that in cases such as the Village of Key Biscayne where there is very little land area dedicated to commercial space, projects cannot be solely residential and must be mixed-use and include commercial space. In section (7)(a), the statute requires that mixed-use buildings must have a minimum of 65% of space dedicated to residential purposes. The state statute does not create a minimum standard for how much of the remaining 35% of a mixed-use project must be commercial space.

In summary, the state statute recognizes the importance of commercial space without creating a minimum requirement for the amount of space in a new development which must be commercial. Thus, the proposed ordinance specifies that 35% of the space in a mixed-use development includes uses specified in our zoning ordinance for the commercial district. The commercial district zoning includes Offices and Retail uses as main permitted uses, service stations as conditional use, and any use that is customarily associated with the main uses as accessory uses.

**REVIEW CRITERIA**

The Village's procedures for a text change provides for the amendment of the Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria per Sec. 30-71(b) of the Village Ordinances:

| | |
|---|---|
| **Criteria 1** | The proposed amendment is consistent with the Comprehensive Plan. |
| **Analysis 1** | The Comprehensive Plan calls for limitations in commercial development to Crandon Boulevard and the northern portion of Harbor Drive.[1] Commercial space is limited with the understanding that the existing commercial space is the minimum required to support Village activities and minimize need for traveling off-island for basic commercial needs for residents. |
| **Finding** | Consistent |
| **Criteria 2** | The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site. |
| **Analysis** | The proposed changes do not impact the scale of buildings. |
| **Finding** | Consistent |
| **Criteria 3** | The resulting boundaries of a zoning district are logically drawn. |
| **Analysis** | The proposed changes do not alter the zoning districts. |
| **Finding** | Not applicable |
| **Criteria 4** | The proposed changes will enhance property values in the Village. |
| **Analysis** | The proposed changes will ensure that there is sufficient commercial space within the Village which will minimize the need for residents to leave the island for most activities which improves quality of life and enhances property values. |

[1] Objective 1.2 Land Use Plan Implications 9J-5.007 (3) (b) 2, Goal 1 To provide a transportation system that meets the circulation needs of Key Biscayne in a safe and efficient manner but does not adversely impact the quality of life of the residents. Of the Traffic Circulation element of the Village of Key Biscayne Masterplan.

| | |
|---|---|
| **Finding** | Consistent. |
| **Criteria 5** | The proposed change will enhance the quality of life in the Village. |
| **Analysis** | The proposed changes will ensure that there is sufficient commercial space within the Village which will minimize the need for residents to leave the island for most activities, which improves overall quality of life. |
| **Finding** | Consistent |
| **Criteria 6** | There are substantial and compelling reasons why the proposed change is in the best interests of the Village. |
| **Analysis** | As recognized in the Florida Statute, preservation of commercial space is important when it is a limited amount of the overall space within a community. This importance is exacerbated when the community is relatively isolated as is the case in Key Biscayne. Thus, the proposed change is in the best interest of the Village. |
| **Finding** | Consistent |

## CONCLUSION

Based on the findings and relevant background information, I recommend that the Village Council approve the zoning text amendment.

**ORDINANCE NO. 2024-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-101, "COMMERCIAL DISTRICTS," TO CREATE MINIMUM SQUARE FOOTAGE STANDARDS FOR MIXED-USE DEVELOPMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village Council of the Village of Key Biscayne (the "Village") has adopted regulations regulating commercial uses within the Village under Article V of Chapter 30 of the Village Code of Ordinances (the "Code"); and

**WHEREAS**, the Village Council finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement planning goals and objectives; and

**WHEREAS,** the Village Council desires to amend Section 30-101, "Commercial Districts," to create minimum percentages for mixed-use developments; and

**WHEREAS,** the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

**WHEREAS,** the Village Council finds that this Ordinance is in the best interest of the Village's residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Amending Section 30-101 of the Village Code.** That Section 30-101, "Commercial Districts," of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

**Sec. 30-101. - Commercial Districts.**

C-1 Low Intensity Commercial District.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

(a) *Purpose and Uses.*

* * *

| **District Purpose** | **Main Permitted Uses*** | **Conditional Uses** | **Accessory Uses** | **Prohibited Uses** |
|---|---|---|---|---|
| This district permits the Development of land in a low intensity manner and Uses that provide for the sale of goods and products that are needed throughout the entire Village.<br><br>The permitted uses provide goods and services that primarily serve the residents of the Village.<br><br>If ~~developed as mixed-use~~ a mixed-use project is proposed in accordance with Section 166.04151, Florida Statutes, 35% of the ~~Floor Area~~ total square footage must be dedicated to Uses listed in this section. | Bar<br><br>Commercial Uses<br>1. Offices: No individual or multiple business entity(ies) that are affiliated can occupy more than 10,000 sq. ft. Medical offices shall not exceed 10,000 sq. ft.<br><br>2. Retail uses: No individual or multiple business entity(s) shall occupy more than 10,000 sq. ft.*. except for stores whose principal product is food for consumption off the premises. | Service Station where the primary use on the site; Package Store | Any Use that is customarily associated with the Main Permitted Uses (See Sec. 30-111) | Any Use not listed as a Main Permitted Use, Conditional Use, or Accessory Use. (See Sec. 30-113)<br><br>Medical marijuana dispensary. In accordance with F.S. § 381.986 the dispensing of marijuana in any form, by any person or business, is prohibited. |

* * *

**Section 3.** **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4.** **Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5.** **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6.** **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2024.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2024.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: June 25, 2024

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Village Building Zoning and Planning Director

RE: Zoning and Land Development Code Creation of Section 30-44 Related to Housing Standards (2nd Reading)

## RECOMMENDATION

I recommend that the Village Council approve creating section 30-44 "Housing Standards," to set minimum housing requirements, particularly regarding the disposition of affordable units.

## BACKGROUND

On May 14th of 2024, the Village Council adopted a resolution declaring "zoning in progress" to state that the Village intended to update zoning regulations. Proposed updates included defining affordable housing and modifying general provisions of the zoning regulations to ensure high quality housing would be constructed in all zoning districts.

Code requirements for minimum housing standards are typical of municipalities which have incentives to encourage affordable housing. For instance, the City of Miami included minimum unit sizes as part of 2017 legislation which provided density bonuses to private developers in exchange for providing affordable housing. In 2023, the State of Florida created significant incentives for private developers to create affordable housing in all municipalities, including the Village of Key Biscayne. Thus, it is reasonable for the Village to create local minimum housing standards.

## REVIEW CRITERIA

The Village's procedures for a text change provides for the amendment of the Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria per Sec. 30-71(b) of the Village Ordinances:

**Criteria 1** The proposed amendment is consistent with the Comprehensive Plan.

**Analysis 1** The Comprehensive Plan supports calls for the Village to:

*Cooperate with the private sector in the construction of at least 250 additional units on the vacant on the vacant residentially designated Crandon Boulevard frontage by 2004; said units shall be well designed but diversified housing types.*

- Objective 1.1 New Construction of Goal 1: TO ASSURE THE AVAILABILITY OF A SOUND AND DIVERSIFIED HOUSING STOCK IN KEY BISCAYNE.

Additionally, objectives 1.3 and 1.7 call for vigorous enforcement of existing codes to ensure high quality housing. Policies state that no housing should become substandard.

| | |
|---|---|
| **Finding** | Consistent |
| **Criteria 2** | The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site. |
| **Analysis** | The proposed changes do not impact the scale of buildings. |
| **Finding** | Consistent |
| **Criteria 3** | The resulting boundaries of a zoning district are logically drawn. |
| **Analysis** | The proposed changes do not alter the zoning districts. |
| **Finding** | Not applicable |
| **Criteria 4** | The proposed changes will enhance property values in the Village. |
| **Analysis** | The proposed changes will potentially enhance property values for those properties redeveloped with inclusion of Affordable units and will ensure market viability of those units when the requirement for affordability expires in 30 years. |
| **Finding** | Consistent. |
| **Criteria 5** | The proposed change will enhance the quality of life in the Village. |
| **Analysis** | The proposed changes will ensure that housing standards are adequate for all new construction which will enhance the quality of life in the Village. |
| **Finding** | Consistent |
| **Criteria 6** | There are substantial and compelling reasons why the proposed change is in the best interests of the Village. |
| **Analysis** | Three local conditions make implementation of Live Local Act projects difficult. The high cost of land in the Village makes development of affordable units |

difficult, particularly in conjunction with the high parking requirement which would use much of the developable area, and the parks concurrency requirement of having 2.5 acres of parks space per 1,000 people. Since the Village currently has a deficiency of parks space, any new residents would need to provide either land or pay into a fund to better achieve the Level of Service requirement. In either case, parks concurrency requirements add considerable cost to any residential development in Key Biscayne.

Local cost challenges might encourage a developer to create very low-quality affordable units segregated from high-density luxury units to take advantage of the State mandated incentives. Such low-quality housing stock could lead to a low quality of life and could become a long-term liability and run counter to the policies of the Village Masterplan. The proposed ordinance ensures that new developments will be of high quality.

**Finding** Consistent

## CONCLUSION

Based on the Findings and relevant background information, I recommend that the Village Council approve the zoning text amendment.

**ORDINANCE NO. 2024-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 30-44, "HOUSING STANDARDS," TO ESTABLISH MINIMUM HOUSING STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village Council of the Village of Key Biscayne (the "Village") has adopted regulations regulating zoning districts within the Village under Chapter 30 of the Village Code of Ordinances (the "Code"); and

**WHEREAS**, the Village Council finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement planning goals and objectives; and

**WHEREAS,** consistent with the federal Fair Housing Act, the Village supports protecting people from discrimination when they seek housing opportunities within the Village; and

**WHEREAS,** the Village Council desires to amend the Code to establish minimum housing standards for apartment buildings, including minimum unit size requirements for apartment buildings and requirements for affordable dwelling units; and

**WHEREAS,** the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

**WHEREAS,** the Village Council finds that this Ordinance is in the best interest of the Village's residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Creating Section 30-44 of the Village Code.** That the Code of Key Biscayne, Florida, is hereby amended by adding a section to be numbered 30-44, which section reads as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

* * *

ARTICLE III. – GENERAL PROVISIONS

* * *

Sec. 30-44. – Housing Standards.

(a) *Minimum Unit size requirements.* The following minimum unit size requirements shall apply for all Apartment Buildings:

| Minimum unit size (Apartment Building Dwelling Units) | |
|---|---|
| Studio | 550 |
| 1 Bedroom | 750 |
| 2 Bedroom | 900 |
| 3+ Bedroom | 1,000 |

(b) *Affordable Dwelling Unit Requirements.*

(1) The term "affordable" as used in this section shall have the meaning prescribed in Chapter 420, Florida Statutes, as may be amended from time to time.

(2) *Location requirements.* All affordable Dwelling Units and market rate Dwelling Units shall be located within the same Apartment Building.

(3) *Common areas, elevators, and amenities.* All common areas, elevators, and amenities shall be accessible and available to all residents (both affordable and market rate Dwelling Units).

(4) *Dwelling Unit Access.* Access to the required affordable Dwelling Units shall be provided through the same principal entrance(s) utilized by all other Dwelling Units in the Apartment Building.

(5) *Equivalent Dwelling Unit mix.* The sizes and number of bedrooms in the affordable Dwelling Units shall be proportional to the square footage and number of bedrooms in the market rate Dwelling Units (e.g., for number of bedrooms, if 25% of the market rate Dwelling Units consist of two bedrooms, then 25% of the affordable Dwelling Units shall

also have two bedrooms). Each floor within an Apartment Building shall be equally distributed with affordable and market rate Dwelling Units.

* * *

**Section 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2024.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2024.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**ORDINANCE NO. 2024-___**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 2-142, "ART IN PUBLIC PLACES BOARD," OF THE VILLAGE CODE OF ORDINANCES RELATING TO BOARD MEMBERSHIP AND TERM LIMITS OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscanye ("Village") has established the Art-In-Public Places Board pursuant to Section 2-142 of the Village Code of Ordinances (the "Code") to adminsted the Village's Art-In-Public Places program; and

**WHEREAS,** Section 2-10(d) of the Code limits the reappointment of all board members to a maximum of eight years of service; and

**WHEREAS,** the Village Council desires to amend Section 2-142, "Art-in-Public-Places Board" of the Code to allow for the reappointment of board members to additional terms beyond the current eight-year limit, subject to approval by the Village Council; and

**WHEREAS,** the Village Council hereby finds that this Ordinance is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

**Section 1. Recitals.** That each of the above recitals are true and correct and incorporated herein by this reference.

**Section 2. Amending Section 2-142 of the Village Code.** That Section 2-142, "Art-In-Public-Places Board," of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 2 – ADMINISTRATION

* * *

ARTICLE VII. WORKS OF ART IN PUBLIC PLACES

* * *

Section 2-142. Art-In-Public-Places Board.

* * *

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

(b) *Purpose.* The Art-in-Public-Places Board shall act in the public interest upon all matters relating to the program and shall support the program's goals and objectives. The Board's responsibilities include recommendations to the Village Council for the selection, maintenance, planning, and curating of all Works of Art acquired by the Village. The Board's responsibilities also include the selection, maintenance, planning, and public education regarding and curating of all Works of Art to be loaned to the Village.

* * *

(2) *Term of office.* Board members shall be appointed for a term of up to two (2) years. Notwithstanding Village Code Section 2-10(d), board members may be reappointed for additional terms of office exceeding eight years ~~All Board members shall serve at the pleasure of the Village Council as provided by Village Code Section 2-10~~.

* * *

**Section 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2024.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 21, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Public Works Code Amendment to Section 21-37 Related to Requirement of Insurance, Indemnification, and Construction Bond in Connection with Permits for Work in the Public Rights-of-Way

## RECOMMENDATION

I recommend that the Village Council approve amending Section 21-37 "Permit required for Work in Public Rights-of-Way within the Village," to require insurance, indemnification, and construction bond in connection with permits for work in the public rights-of-way.

## BACKGROUND

There are numerous organizations and governmental agencies that perform a variety of projects to maintain, improve, and construct within the Village of Key Biscayne. Some construction projects have negative impacts on the structural condition and aesthetics of the Village's roads and streets, leaving the surface in disrepair, unleveled, and at times unfinished.

In order to minimize the impacts of such projects, the Village passed and adopted Ordinance No. 2023-03, during the February 15, 2023 Council meeting that approved the development of construction and permitting requirements for work within the Village's rights-of-way.

The now proposed required insurance, indemnification, and construction bond in connection with permits for work in the public rights-of-way will ensure that unforeseen financial hardships do not prevent the implementation of the previously adopted construction and permitting requirements in Section 21-37 of the Village Code of Ordinances. These now proposed requirements will also ensure that the Village is financially protected in case of accidents or negligence caused by the permittee during construction.

The provisions in the proposed requirements mirror those set forth in Chapter 21, Article III - Communication Rights-of-Way of the Village Code. Adopting the proposed requirements will then standardize the requirements for all permitted work in the rights-of-way be it for telecommunications purpose or general permitted construction activities covered in Section 21-37 of the Village Code of Ordinances.

**ORDINANCE NO. 2024-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 21-37 OF THE VILLAGE CODE OF ORDINANCES TO REQUIRE CONSTRUCTION BOND FOR WORK IN THE PUBLIC RIGHTS-OF-WAY; CREATING SECTION 21-38 ENTITLED "RESTORATION OF PUBLIC RIGHTS-OF-WAY" REGARDING THE RESTORATION OF PUBLIC RIGHTS-OF-WAY RELATING TO DEVELOPMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscayne (the "Village") has a substantial and significant public interest in maintaining and protecting the Public Rights-of-Way; and

**WHEREAS,** the Public Rights-of-Way are essential for the travel of persons and the transport of goods throughout the Village; and

**WHEREAS,** in order to minimize impacts of developments or work in the public rights-of-way, minimize costs to Village taxpayers, and reasonably balance the potential inconvenience to and negative effects upon the public, the Village desires to amend the Village Code to require a construction bond for impacts to the Public Rights-of-Way; and

**WHEREAS,** the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

**Section 1.** **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2.** **Amending Section 21-37 of the Village Code.** That Section 21-37 of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

**ARTICLE IV. – CONSTRUCTION IN PUBLIC RIGHTS-OF-WAY**

***

**Sec. 21-37. Permit required for Work in Public Rights-of-Way within the Village.**

***

(d) *Restoration of Rights-of-Way after completion of work.* ~~The permittee shall notify the Village~~ ~~u~~Upon completion of the Work, the permittee shall restore, repair, and return the Public

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

Rights-of-Way to original or better condition at permittees sole cost and expense. Prior to the issuance of any permit for Work, a construction bond shall be required of the owner or contractor, in a form acceptable to the Village Attorney and in an amount sufficient to cover the costs of such repair and restoration work as determined by the Village Manager or designee, as a guarantee that all Village property, public rights-of-way and easement areas, impacted or damaged by or in connection with construction activity (including but not limited to damage caused by the owner or any contractor, materials suppliers or subcontractors) will be repaired and restored to its original condition. The Village Manager or designee, at his/her sole discretion, may require additional security or waive the requirement of such bond.

***

**Section 3. Creating Section 21-38 of the Village Code.** That the Code of Key Biscayne, Florida, is hereby amended by adding a section to be numbered 21-38, which Section 21-38 reads as follows:

***

**Sec. 21-38. Restoration of Public Rights-of-Way.**

Any proposed development that impacts the Public Rights-of-Way shall be required to restore the Public Rights-of-Way upon completion of the development, as determined by the Village Manager, in accordance with Section 21-37(d).

***

**Section 4. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 6. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 7. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2024.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 15, 2024

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Village Building Zoning and Planning Director

RE: Zoning and Land Development Code Modification of Section 30-242 Related to Artificial Turf (1st Reading)

## RECOMMENDATION

I recommend that the Village Council approve modifying sections 30-242 "Artificial Turf," to allow artificial turf to be utilized in and around playgrounds and playing fields within the Institutional zoning district if it is screened from the public right-of-way.

## BACKGROUND

The Village of Key Biscayne adopted an ordinance in 2013 which regulated and largely limited the use of artificial turf. However, both PROS Public Recreation and Open Spaces Use District and GU Government Use District zones were excluded from the regulation largely due to existence of and the utility and durability of artificial turf for playing fields. The PROS exclusion is applicable as Artificial turf is used in playing fields and the dog park in Village Green. The K-8 School is zoned GU and has artificial turf portions of playing fields.

Within the Institution zoning district, a number of churches also have schools and associated playgrounds and fields. Artificial turf has several advantages as a material in active locations since it is durable and can be used in shade. Artificial turf may also incorporate padding which is required under certain types of playground equipment.

## REVIEW CRITERIA

The Village's procedures for a text change provides for the amendment of the Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria per Sec. 30-71(b) of the Village Ordinances:

**Criteria 1** The proposed amendment is consistent with the Comprehensive Plan.

| | |
|---|---|
| **Analysis 1** | The Comprehensive Plan groups Public and Institutional land use categories together, though they are separated in our zoning categories. The Comprehensive Plan recognizes that Public and Institutional land uses have overlapping uses and should have similar regulations. Per the Public and Institutional land use categories, public parks are explicitly allowed. |
| **Finding** | Consistent |
| **Criteria 2** | The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site. |
| **Analysis** | The proposed changes do not impact the scale of buildings. |
| **Finding** | Consistent |
| **Criteria 3** | The resulting boundaries of a zoning district are logically drawn. |
| **Analysis** | The proposed changes do not alter the zoning districts. |
| **Finding** | Not applicable |
| **Criteria 4** | The proposed changes will enhance property values in the Village. |
| **Analysis** | The proposed changes will have minimal impact on property values in the Village. |
| **Finding** | Consistent. |
| **Criteria 5** | The proposed change will enhance the quality of life in the Village. |
| **Analysis** | The proposed changes will allow churches and their schools to make effective use of the playground spaces and will enhance the quality of life in the Village. |
| **Finding** | Consistent |
| **Criteria 6** | There are substantial and compelling reasons why the proposed change is in the best interests of the Village. |
| **Analysis** | Multiple churches with schools in the Village will benefit from allowing turf on their playing fields and have a compelling interest in this ordinance. Improving the churches is in the best interest of the Village. |

**Finding** Consistent

## CONCLUSION

Based on the findings and relevant background information, I recommend that the Village Council approve the zoning text amendment.

**ORDINANCE NO. 2024-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-242, "ARTIFICIAL TURF" OF THE VILLAGE CODE OF ORDINANCES, TO MODIFY INSTALLATION RESTRICTIONS IN THE INSTITUTIONAL ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village Council of the Village of Key Biscayne (the "Village") has adopted regulations relating to the use of artificial turf within the Village under Section 30-242 of the Village Code of Ordinances (the "Code"); and

**WHEREAS**, the Village Council finds it periodically necessary to amend its Code of Ordinances in order to update regulations and procedures to implement planning goals and objectives; and

**WHEREAS,** the Village Council desires to amend Section 30-242, "Artificial Turf," of the Village Code to allow the installation of artificial turf in the Institutional District under certain conditions; and

**WHEREAS,** the proposed standards are consistent with the Goals, Policies, and Objectives of the Village Master Plan; and

**WHEREAS,** the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

**WHEREAS,** the Village Council finds that this Ordinance is in the best interest of the Village's residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Amending Sections 30-242 of the Village Code.** That Section 30-242, "Artificial Turf," of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

* * *

ARTICLE IX. – LANDSCAPE REGULATIONS

* * *

Section 30-242. - Artificial turf.

* * *

(b) *Installation.*

* * *

(2) *Other Districts.* Within all other zoning districts with the exception of the PROS Public Recreation and Open Space Use District and the GU Government Use District, Artificial Turf shall not be permitted to be installed within a Front Yard, or within a Side Yard facing a Street. Notwithstanding the foregoing, Artificial Turf shall be permitted to be installed in the Institutional District for use in playgrounds and playing fields when screened from the public right-of-way.

* * *

**Section 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2024.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2024.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: June 11th, 2024

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Village Building Zoning and Planning Director

RE: Zoning and Land Development Code Revision to Section 30-73 related to Site Plan Review Procedures.

## RECOMMENDATION

I recommend the Village Council approve the modification of section 30-73 "Site Plan Review Procedures" to allow residential density to replace existing hotel unit density when that density will not exceed that which is previously located or approved on the site.

## BACKGROUND

This zoning text amendment is being proposed by the land-owner representative at 301 Ocean Drive per Sec. 30-71. - Procedures for a text change or zoning district change. Procedures in the code allow a zoning text change to be submitted by a landowner to the Building, Zoning, and Planning Director.

In summary, the proposed Zoning Text Amendment effectively modifies a portion of Ordinance 2012-10 from October of 2012 prohibiting residential density while voluntarily restricting the number of residential units which would be allowed on a Hotel-Resort property.

The proposed change is specific to the Hotel Resort Zoning District (HR District), even though this modifies the general Site Plan Review Procedures. Both the Zoning Ordinance and the Village of Key Biscayne Masterplan, (the Masterplan) support residential density in the HR District. The purpose of the HR District is, "...to promote the Development of ocean resort Hotels and multiple Family residences." The Main Permitted Uses in the district are Hotels and Apartment Buildings.

While supporting zoning ordinances and the masterplan allow the residential use, the use was disallowed through a zoning text amendment passed by Village Council in 2012. The 2012 amendment effectively limits density through the site plan review process without altering the underlying residential

use allowed in the Masterplan or amending the HR district language. Thus, staff must also consider the intent of the 2012 ordinance and subsequent documents when making a recommendation.

The 2012 ordinance cited several reasons for limiting density. A primary reason was that residents had expressed support for limiting density. Additionally, lack of infrastructure for park land, classroom space, and hurricane evacuation were also cited as reasons for limiting density. However, the decrease in residential density does not limit an expansion in commercial intensity which the HR district allows. Moreover, buildings with residential density require concurrency payments which offset the impacts to parks and schools while increased commercial intensity would not require concurrency payments.

Both the 2012 ordinance and the 2022 Vision Plan include language regarding residential density. Particularly the following from the Vision Plan:

"That principle is that while communities inevitably evolve, Key Biscayne cannot accommodate more residential density or commercial intensity. …The sections of the Vision Plan that address private property should be understood as an effort to protect and enhance vibrancy, resiliency, and aesthetic cohesion while discouraging greater residential or commercial density and intensity."

The existing HR zoning either allows increased commercial intensity than that which is currently in place, or per this text amendment, allows reduced residential density while decreasing commercial intensity. There is not a condition under the current HR zoning which prohibits some increase in commercial intensity. Thus, staff must analyze the relative impacts of potential commercial development versus potential residential development at the reduced number of units allowed per the text amendment.

In effect, the proposed text amendment will result in significantly reduced negative impacts from development compared to what is allowed by right in the HR District. Please see "Analysis 1" below for detailed review of how the relative impacts of hotel versus residential uses in the Village.

## REVIEW CRITERIA

The Village code allows for amending Zoning and Land Development Regulations provided that such amendments are consistent with the following criteria per Sec. 30-71(b) of the Village Ordinances:

**Criteria 1** The proposed amendment is consistent with the Comprehensive Plan.

**Analysis 1**

The Comprehensive Plan supports residential use in the Future Land Use Category Medium Density Multifamily and Ocean Resort Hotel (MF-ORH). The Comprehensive Plan was never amended when the Site Plan Review procedures were changed to disallow residential density in the MF-ORH category, so many of the Policies, Goals, and Objectives in the Comprehensive Plan support both residential and hotel uses.

Generally, the Village of Key Biscayne's Comprehensive Plan and other municipalities such as Miami make a rough equivalent of a 2:1 ratio of hotel to residential units when calculating development impact. The Village ratio per the Future Land Use category ratio is 15:8. In other words, planning documents consider hotel units to have half the impact of a residential unit.

Key Biscayne is not a typical community in either the expected impact of potential hotel units or the expected impact of a residential condominium building. In both use cases, the extremely high value of the oceanfront property and thus the luxurious nature of what will subsequently be built are factors in contemplating the expected development impact of each use. In short, luxury hotels have increased impact compared to other hotels and luxury condominiums have a decreased impact compared to other condominiums or apartments.

In the case of hotel use, the expected impact from a luxury hotel with more amenities is higher compared to another type of hotel. Five-star hotels typically include high staff-to-room ratios of 2.5 staff per room or more, 24-hour reception, room service, valet parking, butler service, daily housekeeping, spa services, and multiple dining options. The increase in staff and amenities produces increased traffic for commuting workers and deliveries and an increased demand for municipal services compared to less luxurious hotels.

In the case of luxury condominiums, the impact on the community is less than a similar less luxurious residential building. While the demand for services per occupied unit is likely higher, units are frequently only occupied seasonally and have an exceptionally low proportion of full-time residents. The most comparable building developed in the HR district is the Oceana Condominium completed in 2014. Of the 154 units on the property, 16 (10.4%) take advantage of the Homestead property tax exemption which is a good indicator of full-time residential status. Thus, even though additional staff and services may support residents compared to a non-luxury building, the low proportion of full-time residents minimizes overall development impact, particularly for issues related to concurrency such as traffic and demand on Village schools, parks, and recreation facilities.

| | |
|---|---|
| **Finding** | Consistent |
| **Criteria 2** | The proposed change will result in Buildings that are consistent in scale and otherwise compatible with those within 300 feet of the site. |
| **Analysis** | The proposed changes do not impact the scale of buildings. Residential use is more compatible with neighboring buildings, which are also residential. |
| **Finding** | Consistent |
| **Criteria 3** | The resulting boundaries of a zoning district are logically drawn. |
| **Analysis** | The proposed changes do not alter the zoning districts. |

| | |
|---|---|
| **Finding** | Not applicable |
| **Criteria 4** | The proposed changes will enhance property values in the Village. |
| **Analysis** | The proposed change will potentially enhance property values for those properties in the HR zoning district. |
| **Finding** | Consistent. |
| **Criteria 5** | The proposed change will enhance the quality of life in the Village. |
| **Analysis** | The proposed changes will allow residential units in the place of existing hotel units. Either use creates demand on Village services and applicant may need to offset traffic impacts. However, only residential uses will require payments to offset impacts to schools and parks to maintain levels of service. Improvements to school and park facilities will enhance the quality of life in the Village. |
| **Finding** | Consistent |
| **Criteria 6** | There are substantial and compelling reasons why the proposed change is in the best interests of the Village. |
| **Analysis** | The proposed changes are consistent with both existing zoning regulations for the Hotel Resort District and the Village of Key Biscayne Masterplan. There are significant benefits to allowing reduced residential use in place of more extensive commercial hotel use. |
| **Finding** | Consistent |

## CONCLUSION

Staff recommends that Council approve the zoning text amendment based on the findings and relevant background information.

**ORDINANCE NO. 2024-_____**

**AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 30, "ZONING AND LAND DEVELOPMENT REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 30-73 "SITE PLAN REVIEW PROCEDURES," TO PERMIT CONVERSION OF HOTEL UNITS TO RESIDENTIAL UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Terra Acquisitions Florida, LLC ("Applicant"), the contract purchaser of the property located at 301 Ocean Drive and consisting of approximately 3.88 acres (the "Property"), submitted a text amendment application amending Section 30-73(g)(7) of the Village Code of Ordinances; and

**WHEREAS,** the Applicant's text amendment modifies Section 30-73(g)(7) of the Village Code to permit previously approved Hotel Units in the Hotel Resort District to be converted to and approved as Apartment Units provided that the Density does not exceed the previously approved Hotel Units on the property; and

**WHEREAS,** the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

**WHEREAS,** the Village Council finds that this Ordinance is in the best interest of the Village's residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**[1]

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Amending Section 30-73, "Site Plan Review Procedures," of the Village Code.** That Section 30-73, "Site Plan review procedures," of the Code of Key Biscayne, Florida is hereby amended to read as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

***

ARTICLE IV. – ADMINISTRATION OF THE ZONING ORDINANCE

***

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Sec. 30-73. - Site Plan review procedures.

* * *

*(g)Review criteria.* In order to approve a project, the Village Council must find that it is consistent with each of the below review criteria. The Council may require conditions that are necessary to minimize any adverse impacts on Adjacent Properties.

* * *

(7) *Density standards.* No Site Plan shall be approved which would permit any Development which would result in an increase in residential Density in excess of the Density previously approved for the subject property by a valid Development Order. For purposes of this section, previously approved Hotel Units in the Hotel Resort District may be approved as Apartment Units provided that the Density does not exceed the previously approved Hotel Units on the property.

* * *

**Section 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2024.

**PASSED AND ADOPTED** on second reading on the _____ day of _____, 2024.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven Williamson, Village Manager

RE: Recommendation to Adopt the Village of Key Biscayne Vulnerability Assessment completed in compliance with Florida Statute 380.093.

## RECOMMENDATION

I recommend that the Village Council adopt the Village of Key Biscayne Vulnerability Assessment (VA) completed in compliance with Florida Statute 380.093.

## BACKGROUND

A VA includes a critical asset inventory of all the Village's critical assets. This inventory includes information about the type and location of each asset and its vulnerability to various natural hazards. Types of critical assets include but are not limited to stormwater infrastructure, water and sewer lift stations, parks, shelters, community centers, medical facilities, roadways, fire and police stations, and historic sites. Once identified and mapped, each critical asset's vulnerability is determined by considering its sensitivity, exposure, impact, and adaptive capacity as it relates to each natural hazard. The Village's VA examined storm surge, tidal flooding, rainfall, groundwater intrusion, wind, and extreme heat as the hazards that impact critical assets.

After determining the vulnerability of each critical asset, the "criticality" or "importance" of each critical asset was factored in to develop focus areas. These focus areas are intended to inform resilience project prioritization and implementation timelines.

The VA also examines the financial impact of the Village's vulnerability and quantifies the benefit of taking action to reduce our vulnerability to rainfall induced flooding and sea level rise with the projects planned in the Resilient Infrastructure and Adaptation Program (RIAP).

Benefits of completing a State Compliant Vulnerability Assessment include:

- Quantified benefits of the RIAP.
- A clear business case for investing in resilience.
- Prioritization and sequencing of the Resilience Program projects.
- The Village will be compliant with Florida State Statute and contribute to the development of a state-wide database of critical assets that will inform investment from the state level.
- The Village is now eligible to apply for $200+ million dollars every year to implement resilience projects through the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program.
- The development of this VA was 100% funded with grant dollars from FDEP Resilient Florida Planning Grant program.

The State of Florida's goal in providing funding support to municipalities for updating and developing VA's is to create a statewide inventory of critical assets that can be regularly updated and evaluated as projects are completed. The statewide inventory is also intended to improve regional collaboration and coordination in project scoping and implementation.

**FUNDING**

This VA was 100% funded through the Florida Department of Environmental Protection (FDEP) Resilient Florida Planning Grant in the amount of $330,000.

**RESILIENCE PROGRAM IMPACT**

Once the Village Council adopts this VA, the Village will be eligible to apply for future years of Resilient Florida Implementation Grant dollars from an annual pot of $200+ million, appropriated by the State each budget cycle. Resilient Florida grant dollars are a key pillar of the Village's funding strategy for the RIAP. The grant is a 50/50 state and local cost share.

Based on the above, it is recommended that the Village Council adopt the 2024 Village of Key Biscayne Vulnerability Assessment.

**RESOLUTION NO. 2024- _____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING THE KEY BISCAYNE VULNERABILITY ASSESSMENT REPORT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Key Biscayne ("Village") submitted a Resilient Florida Grant Program ("Program") application to the Florida Department of Environmental Protection ("FDEP") requesting funding to develop the Village's vulnerability assessment; and

**WHEREAS,** on July 18, 2023, the Village Council adopted Resolution No. 2023-36, accepting a grant award in the amount of $330,000 from FDEP to complete the Village's vulnerability assessment in accordance with the Program detailed in Section 380.093, Florida Statutes; and

**WHEREAS,** the Village engaged Black & Veach Corporation (the "Consultant") to develop the vulnerability assessment and prepare a report as further detailed in the memorandum accompanying this Resolution; and

**WHEREAS,** the Consultant concluded the vulnerability assessment and prepared the vulnerability assessment report dated August 9, 2024 (the "Key Biscayne Vulnerability Assessment Report"), a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS,** the Village Council desires to adopt the Key Biscayne Vulnerability Assessment Report attached hereto as Exhibit "A"; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.** **Adoption.** That the Village Council hereby adopts the Key Biscayne Vulnerability Assessment Report attached hereto as Exhibit "A."

**Section 3.** **Implementation.** That the Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____ 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

# VULNERABILITY ASSESSMENT - SENSITIVITY ANALYSIS AND ECONOMIC MODELING FOR CLIMATE SCENARIOS

**BLACK & VEATCH PROJECT NO. 413500**

**PREPARED FOR**

## Village of Key Biscayne

9 AUGUST 2024

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# 1.0 Background

The vulnerability assessment methodology is designed to provide an objective, repeatable process, to compare impacted assets, identify focus areas, and assist with prioritizing solutions. This assessment was performed in compliance with the Resilient Florida Grant Program, detailed in s. 380.093, Florida statutes and supplementary guidance and rulemaking published by the Department of Environmental Protection. The Village of Key Biscayne (Village) also goes beyond the 380.093 Florida statutes by incorporating additional environmental challenges into its Vulnerability Assessment.

> **Vulnerability** is *'the potential for loss or harm/damage to exposed assets largely due to complex interactions among natural processes, land use decisions, and community resilience (US Climate Resilience Toolkit).'*

Table 1 shows the flooding related hazards required by State Statute and the Grant Agreement, and the flooding hazards that are not required by Statute evaluated for the Village. The table also lists the additional climate-related hazards included in this Vulnerability Assessment.

**Table 1. Hazards**

| Flooding-based Hazard Required by Statute | Sea Level Projection Required by Statute | Planning Horizon Required by Statute | Additional Planning Scenario Not Required by Statute |
|---|---|---|---|
| HTF | NOAA Int. Low and Int. High (2017) | Current, 2040, 2070 | 2060 (Int. High Only) |
| Tidal Flooding Days | NOAA Int. Low and Int. High (2017) | Current, 2040, 2070 | 2060 (Int. High Only) |
| Storm Surge (Category 3 Hurricane)* | NOAA Int. Low and Int. High (2017) | Current, 2040, 2070 | 2060 (Int. High Only) |
| 100-year Federal Emergency Management Agency (FEMA) | NOAA Int. Low and Int. High (2017) | Current, 2040, 2070 | 2060 (Int. High Only) |
| **Flooding-based Hazard Not Required by Statute** | **Sea Level Projection** | **Planning Horizon** | |
| Groundwater Flooding** | NRC III Forecast (2012) | 2040, 2060 (Int. High Only), and 2070 | |
| Rainfall Flooding (10-year, 24-hour storm) | NOAA Int. High (2017) | 2060 (Int. High with and without proposed stormwater system improvements) | |
| Mean Higher High Water (included within HTF) | NOAA Int. Low and Int. High (2017) | 2040, 2060 (Int. High Only), and 2070 | |
| **Additional Climate-Related Hazards** | | | |
| Hurricane Wind Event – Probabilistic Scenario for a Category 3 Hurricane (100-year equivalent) | | | |
| Extreme Heat | | | |
| Coastal Erosion | | | |

HTF – High Tide Flooding
Int. – Intermediate
FEMA – Federal Emergency Management Agency
NOAA– National Oceanic and Atmospheric Administration
NRC – National Research Council
National Research Council – (NRC)

# 2.0 Vulnerability

The Village's Vulnerability Assessment includes an *exposure* and *sensitivity* analysis to estimate impact to buildings and critical assets to each climate-related hazard scenario, and an adaptive capacity assessment, which together determines the vulnerability.

A vulnerability score is calculated for each asset by comparing the potential impact (exposure + sensitivity) to the asset's adaptive capacity. For example, assets with no potential impact and high adaptive capacity are considered the least vulnerable (i.e., low vulnerability score). Assets with the greatest potential impact and low adaptive capacity are considered the most vulnerable (i.e., high vulnerability score). Refer to Figure 1.

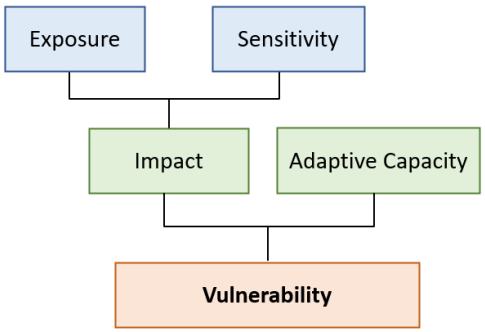


**Figure 1. Vulnerability as Defined by the U.S. Climate Resilience Toolkit**

## 2.1 Impact

Impact is a combination of *exposure* and *sensitivity*, describing the degree to which an exposed asset (an asset located in harm's way) may be negatively affected by a climate-related hazard event.

### *2.1.1 Exposure*

The U.S. Climate Resilience Toolkit defines *exposure* as "the presence of people, assets, and ecosystems in places where they could be adversely affected by hazards."[1] For purposes of this assessment, *exposure* specifically means that an asset (e.g., a structure, parcel, or roadway) is located within an area affected by a specific hazard (e.g., storm surge). This approach is applied to all climate-related hazard scenarios.

For example, a property located within a potential storm surge zone is considered to be exposed to the storm surge hazard. Assets that are not located in a potential storm surge zone do not have direct exposure, however, may be subject to secondary or tertiary vulnerabilities based upon their relationships with or dependencies on other affected assets.

### *2.1.2 Sensitivity*

The Florida Adaptation Planning Guidebook defines *sensitivity* as *'the responsiveness of a system to hazard impacts'*.[2] A sensitivity analysis measures the susceptibility of the exposed asset in terms of hazard impact. The Federal Emergency Management Agency's (FEMA's) geographic information system (GIS) based software program Hazards U.S. (Hazus) is used to estimate the potential impact (monetized structure and content loss and percent damage) to each critical asset; excluding bridges, roadways, parks, surface waters, and conservation lands for selected flood and wind scenarios. A qualitative discussion is included for non-Hazus climate hazards (i.e., extreme heat, coastal erosion, and groundwater flooding).

**Sensitivity Example**

A structure built to withstand 175-mph winds may still be exposed to hurricane winds but is less sensitive than a structure built prior to the implementation of the Florida Building Code.

[1] U.S. Climate Resilience Toolkit Glossary, available at: https://toolkit.climate.gov/content/glossary#Vulnerability.
[2] Florida Adaptation Planning Guidebook, available at: Florida Adaptation Planning Guidebook (floridadep.gov).

## 2.2 Adaptive Capacity

*Adaptive capacity* is defined as "the ability of a person, asset, or system to adjust to a hazard, take advantage of new opportunities, or cope with change.[3]" Evaluating adaptive capacity for the Village requires an understanding of its capabilities and capacities for the following: emergency response, education/warning, programs/policies in place, and fiscal resources. In addition, available asset-specific information was used such as continuity (i.e., backup power) and additional mitigation measures (e.g., floodwalls) to further inform the assessment.

The Village's adaptive capacity is evaluated for flooding. Where there is asset-specific information available relevant to the climate hazard (e.g., structure has deployable flood walls), this information is used to further refine the level and associated score.

# 3.0 Economic Models

Two models were used to estimate economic impacts to the Village's individual assets and overall economy to support the sensitivity analysis, and subsequent criticality assessment and prioritization: 1) FEMA Hazus; and 2) Regional Economic Models, Inc. (REMI) PI+. The FEMA's Hazus model was utilized to evaluate potential impacts to buildings and assets in the Village to support the sensitivity analysis. The REMI+ model was used to assess economic impacts to the Village.

## 3.1 FEMA Hazus

FEMA developed the standardized GIS based software program Hazus to estimate losses caused by earthquakes, hurricanes, floods, and tsunamis, and identify areas that face the highest risk and potential for loss. Hazus version 6.1 was utilized to model the Village's custom building and critical asset inventories described in Section 3 to estimate potential loss to each structure (i.e., Hazus Level 2 analysis following the "user-defined facility" protocol) for each proposed flood and wind scenario.

The Hazus flood model calculates physical damage and economic loss caused by coastal and riverine inundation. Building losses are calculated using damage curves that relate the depth and type of flooding to the degree of damage for various building categories. By inputting flood depth data and known property replacement cost values (structure and content), dollar-value estimates of damage were generated.

The Hazus hurricane model estimates physical and economic damage to buildings caused by wind and windborne debris. The model considers peak wind gusts, terrain roughness, and tree coverage data for probabilistic scenarios, taking into consideration the building type of construction and occupancy class. Table 2 identifies the Hazus scenarios.

[3] U.S. Climate Resilience Toolkit Glossary, available at: https://toolkit.climate.gov/content/glossary#Vulnerability.

**Table 2. Hazus Scenarios**

| Scenario No. | Hazard | Sea Level Projection | Planning Horizon |
|---|---|---|---|
| S1 | 100-year FEMA | N/A | 2024 |
| S2 | Storm Surge (100-year hurricane equivalent)* | N/A | 2024 |
| S3 | Storm Surge (100-year hurricane equivalent)* | NOAA Int. High (2017) | 2040 |
| S4 | Storm Surge (100-year hurricane equivalent)* | NOAA Int. High (2017) | 2060 |
| S5 | Storm Surge (100-year hurricane equivalent)* | NOAA Int. High (2017) | 2070 |
| S6 | High Tide Flooding | NOAA Int. High (2017) | 2060 |
| S7 | Rainfall Flooding | N/A | 2024 |
| S8 | Rainfall Flooding (without improvements) | NOAA Int. High (2017) | 2060 |
| S9 | Rainfall Flooding (with improvements) | NOAA Int. High (2017) | 2060 |
| S10 | 100-Year Probabilistic Wind* | N/A | N/A |

**Approximately a Category 3 hurricane*

## 3.2 REMI PI+

REMI PI+ is the premier commercially available economic model for studying the economic and demographic impacts of public policy decisions and macroeconomic trends; it is widely used in government and by public interest-oriented organizations. REMI PI+ version 3.1, which was developed by Regional Economic Models, Inc., is a dynamic and multiregional simulation software package that estimates the economic, population and labor market impacts of specific economic changes or "shocks" to a baseline forecast. PI+'s analytical framework incorporates input-output relationships (supply chains), general equilibrium effects, inter-state migration, economic geography, and econometrics.

# 4.0 Assets

The following section summarizes the data used to develop the custom building and critical asset inventories for the Village and to update the Hazus model.

## 4.1 General Building Stock

A custom general building stock inventory was developed following the Hazus user-defined facility protocol, for the Village to support the Vulnerability Assessment, and more specifically assist with estimating economic impacts by occupancy class (i.e., residential, commercial, etc.). The following data was used to develop the geospatial dataset that includes each structure in the Village.

### *4.1.1 Building Footprints*

Miami-Dade County has publicly available building footprint data for most structures throughout the County. This data was extracted from light detection and ranging (LiDAR) captured in 2015. These footprints have attribute data in a geodatabase provided by the Village.

### 4.1.2 Repair and Replacement Cost

The 2024 RS Means dataset was utilized to estimate a repair or replacement cost for each structure and critical asset.

### 4.1.3 Tax Roll Data

The Village's 2023 tax data from Miami-Dade County, specifically assessed and market values, land use, year built, number of stories, and living square footage was incorporated into the building inventory geodatabase to assist with estimating economic impacts.

### 4.1.4 First-Floor Elevations

In 2021, the Village's Public Works Department employed KCI Technologies to conduct a LiDAR survey. This LiDAR survey served as the foundation for a topographic survey, digital elevation model (DEM), and a right-of-way survey. The topographic survey included estimated first floor elevations (FFEs; accurate to within 0.1 foot) within the Village limits. These FFEs were utilized in Hazus to estimate the damage a structure may anticipate during a hazard scenario. Where FFEs were not available, a combination of year built, occupancy class, and flood zone location were used to enter assumed FFEs.

## 4.2 Critical Assets

A critical asset inventory for the Village was developed in compliance with the Section 380.093 Florida Statutes for the following asset classes:

1) Critical community and emergency facilities
2) Critical infrastructure
3) Natural, cultural, and historical resources
4) Transportation and evacuation routes

This data was assembled using the Florida Statewide Critical Asset Inventory. Table 3 summarizes the number of critical assets in the Village's inventory by asset class and types. It also indicates whether or not the asset type was evaluated for economic impacts in Hazus' flood model. Appendix A lists the individual critical assets identified by the Village.

**Table 3. Summary of the Number of Critical Assets in the Village**

| Asset Class and Types | Total Number in the Village | Evaluated in Hazus | |
|---|---|---|---|
| | | Flood | Wind |
| **Critical Community and Emergency Facilities** | | | |
| College | 1 | Y | Y |
| Community Center | 1 | Y | Y |
| Fire Station | 1 | Y | Y |
| Health Care Facility | 5 | Y | Y |
| Law Enforcement | 1 | Y | Y |

| Asset Class and Types | Total Number in the Village | Evaluated in Hazus | |
|---|---|---|---|
| | | Flood | Wind |
| Local Government | 1 | Y | Y |
| School (Primary/Secondary) | 6 | Y | Y |
| **Critical Infrastructure** | | | |
| Electric Production and Supply | 2 | Y | N |
| Fuel Supply | 2 | Y | N |
| Solid and Hazardous Waste | 1 | Y | N |
| Wastewater Treatment Facility and Lift Stations | 20 | Y | N |
| **Natural, Cultural, and Historical Resources** | | | |
| Conservation Land | 2 | Y* | N |
| Historical and Cultural | 5 | Y* | N |
| Park | 9 | Y* | N |
| Shoreline | 1 | Y* | N |
| Surface Water | 1 | N | N |
| **Transportation and Evacuation Route** | | | |
| Bridge | 4 | N | N |
| Major Roadway | 6 | N | N |
| **Total** | **69** | | |

**Asset estimated impact may be estimated by Hazus if a building is present.*

*Y = Yes; N = No*

# 5.0 Hazard Data

The flood hazards and proposed planning scenarios selected for the Vulnerability Assessment are outlined in Table 1. These hazards were analyzed independent of one another across different time and intensity scales. The following summarizes the data that supports the Vulnerability Assessment.

## 5.1 Sea Level Rise

To assure compliance with s. 380.093, Florida statutes, as well as to understand and communicate changes in vulnerability with time, potential flooding impacts and vulnerabilities were evaluated at various timescales. To address this, various local sea level rise projections were included.

Sea level rise projections examined historical data and estimate future regional mean sea level (MSL) according to various global carbon dioxide emissions scenarios. The primary agencies that publish these projections include the NOAA, and the U.S. Army Corps of Engineers (USACE). Sea level rise projections from these agencies are referred to as the NOAA curves and the USACE curves, respectively.

These agencies utilize varying methodologies and have published projections that vary by region and timeline. Each agency provides projections of the changes in MSL associated with different emission

scenarios. The changes in MSL represent baseline water level conditions, upon which the various flood hazards are applied to understand the increased exposure caused by sea level rise.

The following five scenarios evaluated to maintain consistency with s. 380.093, Florida statutes include:

- Current sea level (2023)
- NOAA Intermediate-Low Sea Level projection in the year 2040
- NOAA Intermediate-High Sea Level projection in the year 2040
- NOAA Intermediate-Low Sea Level projection in the year 2070
- NOAA Intermediate-High Sea Level projection in the year 2070

For certain hazards, the NOAA Intermediate-High Sea Level projection in the year 2060 was also utilized. This was to align with the Village's planning and resiliency goals that focus on this planning scenario.

The Sea Level Change Curve Calculator, published by the USACE, was utilized to identify projected sea levels at the project location.[4] The Sea Level Change Curve Calculator applies NOAA 2017 sea level rise projections to localized oceanographic conditions to obtain locally applicable changes in sea level. The closest available tidal station that could be utilized is in Virginia Key (Figure 2).

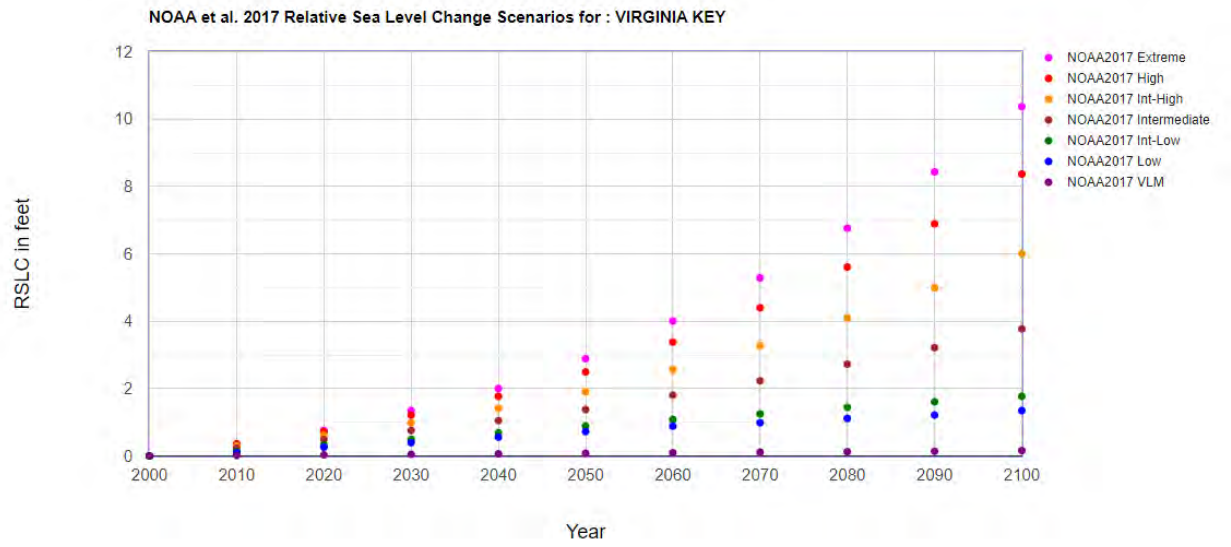


**Figure 2. Relative Sea Level Rise Projections of the USACE Sea Level Change Curve Calculator for Virginia Key**

[4] U.S. Army Corps of Engineers Sea Level Rise Calculator, available at: https://cwbi-app.sec.usace.army.mil/rccslc/slcc_calc.html.

Relative sea level increases for the selected scenarios of the USACE sea level change calculator for the area are summarized in Table 4.

**Table 4. Relative Sea Level Rise (Inches above 2023 Mean Sea Level)**

| | 2040 | 2070 |
|---|---|---|
| NOAA Int. Low | 8.28 | 15.00 |
| NOAA Int. High | 16.92 | 39.36 |

## 5.2 Storm Surge

The single most dangerous hazard facing the Village is storm surge, representing the full force that nature can inflict on the built and natural environment. When analyzing storm surge, depth of flooding was needed to compare against the FFE of the Village's critical assets and buildings.

The outputs of the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) Model published by NOAA were utilized as a baseline condition for storm surge flooding for all storm categories. Sea level rise projections for the timescales and scenarios required were then applied to the flood stage for each storm category to calculate the associated storm surge flood depth.

This analysis relied on the NOAA SLOSH Model Maximum of Maximums (MOMs) for each category of hurricane analyzed. The NOAA SLOSH Model is a "numerical model developed by the National Weather Service to estimate storm surge heights resulting from historical, hypothetical, or predicted hurricanes by taking into account the atmospheric pressure, size, forward speed, and track data." The MOM "provides a worst-case snapshot for a particular storm category under 'perfect' storm conditions." Additionally, "no single hurricane will produce the regional flooding depicted in the MOMs. Instead, the product is intended to capture the worst-case high-water value at a particular location."[5]

SLOSH model outputs are typically used by emergency managers for declaring evacuation orders, and they provide estimates of the worst-case scenario for each category of hurricane. Storm surge is dependent on variables such as forward speed, radius of maximum winds, and angle of approach, and does not always have a direct relationship with wind speed, which is how hurricane categories are defined. Because SLOSH model outputs represent worst-case storm conditions, the flood extents and depths illustrated in maps and data tables for storm surge flooding are likely an overestimation of actual expected conditions; however, they do represent the differences in storm surge exposure for Village-wide assets as the Village is geographically small.

In conjunction with the projected SLOSH outputs, the FEMA 100-year flooding elevation (commonly known as the base flood elevation [BFE]) was analyzed. The digital flood insurance rate map (DFIRM), dated September 11, 2009, was utilized to obtain BFE data for the Village. This storm represents the flooding elevations brought on by a storm with an annual 1 percent chance of being equaled or exceeded. Within the Village, multiple FEMA flood zones indicate several BFEs. These effective flood zones were downloaded from FEMA and overlayed with the Village. The DEM was subtracted from the associated BFEs to produce flooding depths.

[5] National Oceanic and Atmospheric Administration SLOSH. Available at: https://www.nhc.noaa.gov/nationalsurge/?text.

Data Utilized for Storm Surge Analysis:

- VKB 2021 LiDAR DEM (post processed by AECOM).
- Village of Key Biscayne Building Footprint data.
- NOAA Sea, Lake, and Overland Surges from Hurricanes (SLOSH) Model.
- FEMA effective DFIRM (dated 9/11/2009).
- NOAA Tides and Currents data.
- NOAA Sea Level Rise Projections derived from USACE data.

## 5.3 Tidal Flooding

The Resilient Florida Grant Program (380.093) currently requires all vulnerability assessments to calculate the depth of "Tidal flooding, including future HTF, which must use thresholds published and provided by the department. To the extent practicable, the analysis geographically displayed the number of tidal flood days expected for each scenario and planning horizon."[6]

In accordance with these requirements, the frequency and severity of annual tidal flooding across the Village is evaluated and mapped. Tidal data was obtained from the NOAA tidal station in Virginia Key via NOAA Tides and Currents.[7] From this station data, all quality tidal data measuring high tide and low tide elevations between January 1, 2017, and December 31, 2023, were extracted. Using this information, a density function of observed high tide events to identify flood thresholds within each spread of tidal flooding days is generated.

Data Utilized for Tidal Flooding Analysis:

- VKB 2021 LiDAR DEM (post processed by AECOM).
- Village of Key Biscayne Building Footprint data.
- NOAA Tides and Currents data.
- NOAA Sea Level Rise Projections derived from USACE data.

## 5.4 Rainfall

When considering rainfall as a hazard, it is important to remember that its danger arises from its inability to either be absorbed by permeable surfaces or efficiently collected by stormwater infrastructure, creating localized flooding in lower areas. In the Village, when the stormwater infrastructure is stressed by excessive rainfall, water does not drain effectively and flooding occurs along the roadways which generally lie lower than private properties. This inhibits residents' access to critical facilities, services, and community assets, including emergency responders.

As part of the Village of Key Biscayne Stormwater Master Plan being developed by AECOM, a 10-year, 24-hour storm was chosen as the model storm. While not statutorily required due to the Village's coastal nature, the Vulnerability Assessment has utilized AECOM's precipitation model for this model storm

[6] The Resilient Florida Grant Program, Florida statute 380.093, available at: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0380/Sections/0380.093.html.

[7] National Oceanic and Atmospheric Administration Tides and Currents, available at: https://tidesandcurrents.noaa.gov/.

under existing conditions. This assessment provides insight into what critical assets and roads are impacted with floodwaters during smaller scale precipitation events.

Data Utilized:

- VKB 2021 LiDAR DEM (post processed by AECOM).
- AECOM 10-year, 24-hour storm (existing conditions) modeling.
- Village of Key Biscayne Building Footprint data.
- NOAA Sea Level Rise Projections derived from USACE.

## 5.5 Groundwater Flooding

Utilizing the recent United States Geological Survey (USGS) groundwater dataset (developed to provide an estimate of average future groundwater levels during the month of October, for year 2040, representing future end of the wet season groundwater levels for planning purposes), groundwater elevations were analyzed in conjunction with sea level rise[8]. Comparisons of these expected groundwater flooding amounts with NOAA's recently published high resolution impermeable surfaces raster datasets indicated that areas are prone to flooding and are not able to store the groundwater due to pavement.

Data Utilized:

- VKB 2021 LiDAR DEM (post processed by AECOM).
- USGS 2040 Groundwater Flooding GIS data.
- Village of Key Biscayne Building Footprint data.
- NOAA Impermeable Surfaces High Resolution raster (2024).
- NOAA Sea Level Rise Projections derived from USACE.

## 5.6 Wind

A Hazus probabilistic analysis was performed on the wind losses for the Village for a 100-year mean return period hurricane event similar to a Category 3 hurricane. Hazus uses both historic tracks and computer modeling to identify the probabilistic tracks of a range of hurricanes. The probabilistic model activates a database of thousands of potential storms that have tracks and intensities reflecting the full spectrum of Atlantic hurricanes observed from 1900 to 2021 and identifies those with tracks associated with the Village. The model also accounts for surface roughness (topography) and vegetation (tree coverage). Hazus damage estimates reflect the wind force's likely impact to structures and assets based on construction type and occupancy class.

## 5.7 Extreme Heat

NOAA recently published high resolution land use raster-based map products for the United States, which includes digitized tree canopies and impervious surfaces[i]. This canopy data was used in comparison to impervious surfaces to identify areas parcels that should be adapted to provide more shade or cooling services.

[8] Groundwater Level October 2040, *Miami-Dade County Open Data Hub*, December 3, 2021, available at: https://gis-mdc.opendata.arcgis.com/datasets/a33b37f5ee704fe2a411e1ac66431512/about.

Data Utilized:

- VKB 2021 LiDAR DEM (post processed by AECOM).
- Village of Key Biscayne Parcel Data.
- NOAA Impermeable Surfaces High Resolution raster (2024).
- NOAA Tree Canopy Cover High Resolution raster (2024).

## 5.8 Coastal Erosion

Moffatt & Nichol conducted a qualitative analysis of several recently published coastal reports that were focused on the Village. The reports were from sources including the USACE and the Florida Department of Environmental Protection. Its findings related to how the Village's shorelines are currently performing from an erosion versus accretion perspective as well as how they may change in the future.

Data Utilized:

- 2023 FDEP Strategic Beach Management Plan: Southeast Atlantic Coast Region.
- 2021 USACE Miami-Dade County, Florida – Coastal Storm Risk Management Draft Integrated Feasibility Study and Environmental Assessment.
- July 2023 beach monitoring survey data.

# 6.0 Exposure Results

For the purposes of this assessment, if an asset parcel is located within the flooding area, it is considered exposed. The exposure analysis also identified the depth of water at each critical asset for each flood scenario. All assets are considered exposed to hurricane winds and extreme heat. Assets along the Village shoreline are considered exposed to coastal erosion.

Asset exposure scoring is outlined in Table 5**.** Appendix B includes tables that summarize the flood depths for all flood scenarios for each asset, and mapping that depicts flood depths in the Village. In addition, Appendix B includes a map illustrating the wind speeds the Village is exposed to from a 100-year probabilistic wind event.

**Table 5. Exposure Scoring Framework**

| Level | Score | Description |
|---|---|---|
| Exposed | 1 | Located within hazard extent |
| Not Exposed | 0 | Located outside of hazard extent |

# 7.0 Sensitivity Results

The sensitivity analysis builds upon the exposure analysis assisting the Village with identifying assets that are at risk.

## 7.1 Risk Level Inundation

An overall risk level is assigned to each parcel in the Village for State Statute-required flood scenarios using the percent of land area inundated and number of critical assets exposed. Refer to Table 6 for the risk level definitions. Visual representations of the data are displayed in Appendix C. Parcels located outside of the Miami-Dade parcels or the AECOM DEM boundaries are shown as 0 percent flooding.

**Table 6. Risk Levels for Each Climate-Flood Scenario**

| Risk Level | Village Parcel Area Inundated (% of Parcel) | Total Critical Assets Exposed (% of Total Assets) |
|---|---|---|
| **None** | 0% | 0% |
| **Low** | <25% | <25% |
| **Medium** | 25-50% | 25-50% |
| **High** | 50-75% | 50-75% |
| **Extreme** | >75% | >75% |

## 7.2 Sensitivity

### *7.2.1 Sensitivity to Flood*

Sensitivity to flooding is based on the estimated damage to the asset located in each scenario's inundation extent. The FEMA Hazus flood model was used to calculate the estimated damages to each structural asset based upon its asset type, foundation type, FFE, and flood depth for the flood scenarios outlined in Table 2. If the flood water is too shallow for Hazus to calculate a potential loss for tidal flooding, the number of tidal flooding days within the asset footprint is calculated for each asset and the sensitivity scaling adjusted accordingly. For flood scenarios where Hazus estimated impact are not available (i.e., non-Hazus scenarios), data was identified per asset class to score sensitivity. The description column in Table 7 lists in priority order the criteria used for scoring sensitivity. For example, if Hazus estimates damages to a critical community/emergency facility asset type, this monetized amount is used for scoring. However, Hazus does not calculate a monetized damage for all facility classes; therefore, the percent damage to the structure is used. Last, if Hazus was not run for a flood scenario, the number of feet above the FFE was used to score sensitivity for that flood scenario. Refer to Appendix D for estimated Hazus impacts by flood scenario for critical assets in the Village. Appendix E summarizes each asset's sensitivity score.

**Table 7. Sensitivity Data and Scoring by Asset Class for Flood Hazards**

| Asset Class | Sensitivity Data Used | Level | Score | Description (in order as data is available) |
|---|---|---|---|---|
| Critical Community and Emergency Facilities | The Hazus flood model estimates monetized impacts for these facility types. A range of monetized impacts (replacement cost) to both the structure and contents is used. For non-Hazus scenarios, the depth of flooding is used. | High | 3 | • >$1,000,000 total damage*<br>• >25% structural damage<br>• >4 feet above FFE |
| | | Medium | 2 | • $500,000 - $1,000,000 total damage*<br>• 10-25% structural damage<br>• 1-4 feet above FFE |
| | | Low | 1 | • <$500,000 total damage*<br>• <10% structural damage<br>• <1 foot above FFE |
| Critical Infrastructure | This asset type comprises utility facilities (electric, wastewater, fuel). Hazus does not estimate monetized impacts for many of these asset types. Therefore, the Hazus estimated percent damage to the structure is used**. For non-Hazus scenarios, the depth of flooding is used. | High | 3 | • >25% structural damage<br>• >4 feet above FFE |
| | | Medium | 2 | • 10-25% structural damage<br>• 1-4 feet above FFE |
| | | Low | 1 | • <10% structural damage<br>• <1 foot above FFE |
| Natural, Cultural, and Historical Resource | Many of these assets are open space parcels; therefore, if Hazus estimated impacts to a structure is not available, or Hazus was not run for the flood scenario, the percent parcel inundation is used. | High | 3 | • >$1,000,000 total damage*<br>• >25% parcel inundation (open space, no structure) |
| | | Medium | 2 | • $500,000 - $1,000,000 total damage*<br>• 10-25% parcel inundation |
| | | Low | 1 | • <$500,000 total damage*<br>• <10% parcel inundation |
| Transportation and Evacuation Route | The depth of water on the roadway or bridge surface is used. The deepest depth is reported assuming that other segments may be impacted due to road closures. | High | 3 | • >1 foot of water on roadway or bridge surface |
| | | Medium | 2 | • 6 inches-1 foot of water on roadway or bridge surface |
| | | Low | 1 | • <6 inches of water on roadway or bridge surface |

*Hazus estimated monetized impacts include damage to both asset structure and contents.
** Hazus assumes each facility's mechanicals are 3-feet above grade. Therefore, even if an asset is exposed (i.e., has inundation) Hazus does not start estimating impacts until the depth of water is greater than 3 feet.
A range of days was used to evaluate tidal flooding for all asset classes and scored as follows: High = > 30 days; Medium = 15-30 days; Low = < 15 days.

### 7.2.2 Sensitivity to Wind

Sensitivity to wind is based on the estimated monetized damages, loss of asset function (days), or damage probability to structural assets using the Hazus model. Hazus' wind model calculates the damage to structures produced by windborne debris impacting the building and exterior (i.e., roof, windows, doors, other openings). These results provide an estimated monetized replacement cost value for repairs based upon the extent of building damage. Hazus does not estimate impacts to transportation systems or open space parcels. However, Hazus does provide debris estimates that may inform impacts to areas of open space that are heavily wooded or staging areas needed for debris. Typically, these asset types are impacted by downed trees/debris that hinder access and may prevent closures and are considered sensitive.

Table 8 summarizes the data for critical community and emergency facilities and critical infrastructure to score sensitivity to wind. The description column lists in priority order the criteria used for scoring sensitivity. For example, if Hazus estimates damages to a critical community/emergency facility asset type, this monetized amount is used for scoring. If only a damage probability is available, that is used for scoring instead. Refer to Appendix D for estimated Hazus critical asset impacts by the 100-year probabilistic wind event. Appendix E summarizes each asset's sensitivity score.

**Table 8. Sensitivity Data and Scoring by Asset Class for Wind**

| Asset Class | Sensitivity Data Used | Level | Score | Description (in order as data is available) |
|---|---|---|---|---|
| Critical Community and Emergency Facilities and Critical Infrastructure | The Hazus wind model estimates monetized impacts for structural assets. A range of monetized impacts (replacement cost) to both the structure and contents is used. If a monetized impact is not calculated, the probability of severe damage is used**. | High | 3 | • >$1,000,000 total damage*<br>• >25% probability for severe damages |
| | | Medium | 2 | • $500,000 - $1,000,000 total damage*<br>• 10-20% probability for severe damages |
| | | Low | 1 | • <$500,000 total damage*<br>• <10% probability for severe damages |

*Hazus estimated monetized impacts include damage to both asset structure and contents.
**Hazus describes 'severe damage' to a residential building as major window damage or sheathing loss, major roof cover loss, or extensive damage to interior from water (i.e., not livable but repairable).

### 7.2.3 Sensitivity to Extreme Heat

The urban heat island effect is the increase in surface temperatures when cities replace natural land cover with dense concentrations of pavement, buildings, and other surfaces that absorb and retain heat. NOAA's recently published impervious surfaces and tree canopy layers were analyzed to determine the percent of each parcel that comprises unshaded impervious surfaces. This exposed pavement contributes to the Village's urban heat island effect. Refer to Appendix C which includes a figure that characterizes the percent of unshaded pavement per parcel, the greater the percentage of unshaded pavement, the higher the parcel sensitivity to extreme heat temperatures. For the purposes of this analysis, extreme heat vulnerability is discussed qualitatively with expanded exploration in Section 9.0, Vulnerability Summary.

### 7.2.4 Sensitivity to Groundwater Flooding

Groundwater is an estimated 2 feet belowground surface. As sea level rises, and precipitation events increase, groundwater levels may increase and impact the Village residents and built environment. Refer to Appendix C which includes a figure that depicts the current depth to groundwater in the Village. This figure was developed by subtracting a Miami-Dade County GIS file containing expected groundwater depths in 2040 (during the wet season under the high NRCIII sea level rise curve) from the DEM. For the purposes of this analysis, groundwater vulnerability is discussed qualitatively with expanded discussion in Section 9.0, Vulnerability Summary.

### 7.2.5 Sensitivity to Coastal Erosion

The Village's shoreline is sensitive to coastal erosion. The area of shoreline between R-101 and R-113.7 is a 2.5-mile-long segment of critically eroded shoreline that includes the Village and Bill Baggs Cape Florida State Park. This shoreline segment has been restored several times through federally authorized projects and non-federal beach nourishment events. Table 9 summarizes the Beach Nourishment Project History within this segment of shoreline, including a recent nourishment event completed in April 2024.[9]

**Table 9. Beach Nourishment Project History from R-101 to R-113.7**

| Date Completed | Federal/ Non-Federal | Volume (cy) | Borrow Source | Project Location (by R-Monument) | Length (mi) |
|---|---|---|---|---|---|
| 1987 | Federal | 420,000 | Offshore | R-101 to R-111 and R-112.3 to R-113.7 | 2.4 |
| 2002 | Non-Federal | 121,000 | Offshore | R-101 to R-108 | 1.3 |
| 2008 | Non-Federal | 2,400 (Dune) | Upland | R-103 to R-107 | 0.75 |
| 2012 | Non-Federal | 37,500 | Upland | R-101.3 to R-107.6 | 1.2 |
| May 2017 | Non-Federal | 27,064 | Upland | R-101.7 to R-107.8 | 1.2 |
| May 2021 | Non-Federal | 31,000 | Upland | R-102 to R-107.8 | 1.0 |
| April 2024 | Non-Federal | 25,400 | Upland | R-103.5 to R-107+750 | 0.8 |

[9] 2023 Florida Department of Environmental Protection. Strategic Beach Management Plan: Southeast Atlantic Coast Region, https://floridadep.gov/sites/default/files/SBMP-SoutheastAtlanticCoastRegion_2023_0.pdf.

Typically, construction features include a dune elevation of +7.50 feet North American Vertical Datum 1988 (NAVD88), berm elevation of +5.50 feet NAVD88, and a construction foreshore slope of 1V:10H. Beach nourishment events are typically limited to the extents of the Village community which spans approximately R-101.3 to R-107.8. Based on July 2023 survey monitoring data and Google Earth aerial imagery, the existing beach features the following approximate dimensions and elevations (Table 10):

**Table 10. Beach Dimensions and Elevations as of July 2023**

| Profile | Dune Elevation (ft, NAVD) | Dune Width (ft) | Berm Elevation (ft, NAVD) | Berm Width (ft) |
|---|---|---|---|---|
| R-101 | 5-10 | 125 | 3-5 | 150 |
| R-102 | 8-10 | 100 | 5-8 | 50 |
| R-103 | 7-10 | 25 | 2-7 | 75 |
| R-104 | 5-7 | 25 | 2-5 | 25 |
| R-105 | 5-8 | 50 | 2-5 | 50 |
| R-106 | 5-7 | 25 | 2-5 | 50 |
| R-107 | 5-8 | 75 | 2-5 | 74 |
| R-108 | 3-7 | 100 | 2-3 | 50 |

# 8.0 Adaptive Capacity Results

The Village's adaptive capacity to effectively respond, protect from, and/or withstand a flood, wind, extreme heat, or coastal erosion event was evaluated. Based upon the review of the available adaptive capacity resources, the Village has a medium adaptive capacity which was applied to each asset.

**Adaptative Capacity Resources**

- CRS Documentation
  - Program for Public Information (330)
  - Flood Warning & Response (610)
- Village Website
- Flood Damage Prevention Ordinance
- Florida State Statute – County Emergency Management
- Fiscal Resources

## 8.1 Public Education and Outreach

The Village participates in the Community Rating System and is a Class 8 with residents receiving 10 percent discount in flood insurance.

- A Program for Public Information is in place with a Task Force that has identified messaging and promotes flood insurance.[10]
- The Village has a Hurricane and Flood Guide that provided credit under CRS Activity 330 and meets activity prerequisites for CRS Activity 610 (Flood Warning and Response). This publication is distributed to all single and multi-family and commercial properties annually. The guide

[10] Village of Key Biscayne Program for Public Information (PPI). August 2022.

identifies the flood zones, flood safety, evacuation routes, property protection and storm drainage system measures, and discusses climate change and flood insurance.[11]

The Village has a web page dedicated to hurricane and tropical storm preparedness with additional resources available to residents inclusive of evacuation and re-entry information[12]. The Village Hurricane Plan is available on its website and works in concert with its Comprehensive Emergency Management Plan and Continuity of Operations Plan.[13]

## 8.2 Programs and Policies

The Village is developing a resilience program (Resilient Infrastructure and Adaptation Project) with the goal to protect the village from the effects of flooding, sea level rise, and environmental changes. The lines of effort include shoreline protection (build shorelines), stormwater system upgrades, roadway improvements, utility hardening (underground), and regulatory modernization (policies, building standards, zoning to weave in adaptation).[14]

The Village's Floodplain Management code, Chapter 10, includes the following[15]:

- Residential dwellings (new or substantial damage/improvement) shall have a minimum lowest floor elevation of 1-foot above the BFE or as provided in the Florida Building Code, whichever is higher.
- Critical facilities shall be elevated or protected to or above the 500-year flood elevation plus 1 foot of freeboard, or the Florida Building Code, whichever is higher.
- Site plans shall have sufficient evidence to demonstrate:
    - Street flooding or local drainage from and onto adjoining properties is accounted for and will not affect the proposed building; and
    - Positive drainage away from the building that does not create a hazard or problem to adjoining buildings.
- Foundation design must account for site-specific flood loads prepared and sealed by a registered design professional.
- Subdivision and new development proposals shall 'minimize flood damage' and 'will be reasonably safe from flooding,' and public utilities are located or constructed to minimize or eliminate flood damage. Adequate drainage is provided to reduce exposure to hazards.

## 8.3 Emergency Response

The Village Comprehensive Emergency Management Plan includes a threat and vulnerability assessment that includes flood and hurricane but does not identify extreme heat, coastal erosion, sea level rise, or climate change as individual threats.[16]

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[11] Village of Key Biscayne. 2022 Hurricane and Flood Guide.
[12] Village of Key Biscayne. Hurricanes and Tropical Storm Preparedness. 2024. Accessed July 2024.
[13] Village of Key Biscayne. 2022. Hurricane Plan. Accessed July 2024.
[14] Resilient Infrastructure and Adaptation Program. Village of Key Biscayne, Florida Accessed May 2024.
[15] Village of Key Biscayne Code of Ordinances. Chapter 10 – Floodplain Management. Mini TOC: Chapter 10 - FLOODPLAIN MANAGEMENT | Code of Ordinances | Key Biscayne, Florida | Municode Library.
[16] Village of Key Biscayne. Comprehensive Emergency Management Documents Update. 2019. 2018-3CEMP_-_FINAL.pdf (fl.gov). Accessed May 2024.

## 8.4 Fiscal Resources

The Village has identified funding to support the implementation of mitigation and adaptation measures including the General Obligation Bond, leveraging its Capital Program/General Fund, stormwater utility fee, and has accessed the Clean Water State Revolving Loan Fund, Resilient Florida, and FEMA grant funding sources.

As noted, the adaptive capacity score for each individual asset can be adjusted in the future for a more refined analysis using Table 11 as more information becomes available.

**Table 11. Asset-Specific Adaptive Capacity Scoring**

| Level | Score | Description |
|---|---|---|
| Low | -1 | No mitigation measures; does not meet current flood damage prevention ordinance; no redundancies; outdated/limited emergency plans/policies; limited deployable resources; long recovery. |
| Medium | 0 | Asset built to meet current flood damage prevention ordinance; mitigation measures identified but not implemented; plans/policies meet county/state/federal requirements; early warning system in place; requires outside services to recover. |
| High | 1 | Asset built to exceed (i.e., freeboard) current flood damage prevention ordinance requirements to accommodate the changing climate; mitigation/protective measures in place; plans/policies exceed minimum requirements; asset has designed stormwater conveyance that can accommodate future conditions; high capabilities and capacity to recover quickly because resources (i.e., staff, equipment) are readily available. |

# 9.0 Vulnerability Summary

Vulnerability is determined by examining the combination of a hazard's potential impact (exposure + sensitivity) on an asset and the asset's adaptive capacity. A vulnerability score was calculated for each asset; refer to the vulnerability formula below.

## 9.1 Flood Vulnerability

Table 12 summarizes the components of the vulnerability formula and the associated levels and scores used for all proposed flood scenarios. The greatest vulnerability score is 5. Appendix E summarizes each asset's exposure, sensitivity, adaptive capacity, and vulnerability score.

***Vulnerability = Impact – Adaptive Capacity***

**Table 12. Summary of Vulnerability Assessment Components for Flood Scenarios**

| Vulnerability Component | | Component Definition | Level | Score |
|---|---|---|---|---|
| Impact | Exposure | | Exposed | 1 |

| Vulnerability Component | | Component Definition | Level | Score |
|---|---|---|---|---|
| | | Asset located relative to potential inundation extent | Not Exposed | 0 |
| | Sensitivity | Estimated damage to asset located in inundation extent | High | 3 |
| | | | Medium | 2 |
| | | | Low | 1 |
| Adaptive Capacity | | Ability to protect from or withstand the climate-hazard event | Low | -1 |
| | | | Medium | 0 |
| | | | High | 1 |

Figure 3 is an example vulnerability scoring matrix; Figure 4 through Figure 8 illustrate the number of critical assets vulnerable to the various hazards evaluated. The most vulnerable assets are at risk of the most significant potential impact from a hazard with a relatively low capacity for adaptation. The least vulnerable assets have little to no risk of potential impact and have a relatively high capacity for adaptation.




**Figure 3. Vulnerability Scoring Matrix**

The vulnerability of an asset is based upon the combination of potential impact and adaptive capacity. Figure 4 through Figure 8 presents the simultaneous evaluation of potential impact, adaptive capacity, and overall vulnerability. This evaluation also communicates the projected change in potential impact with time enabling end users and planners to identify priorities and timelines for implementing improvements to infrastructure to mitigate these impacts.

Number of Critical Assets Vulnerable to 100-Year FEMA Hazus Scenario 1

| Adaptive Capacity | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Low | 0 | 0 | 0 | 0 |
| Medium | 14 | 27 | 4 | 24 |
| High | 0 | 0 | 0 | 0 |

Impact Score

Number of Critical Assets Vulnerable to 100-Year FEMA (NOAA Int. Low, 2040)

| Adaptive Capacity | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Low | 0 | 0 | 0 | 0 |
| Medium | 7 | 1 | 17 | 44 |
| High | 0 | 0 | 0 | 0 |

Impact Score

Number of Critical Assets Vulnerable to 100-Year FEMA (NOAA Int. High, 2040)

| Adaptive Capacity | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Low | 0 | 0 | 0 | 0 |
| Medium | 7 | 1 | 14 | 47 |
| High | 0 | 0 | 0 | 0 |

Impact Score

Number of Critical Assets Vulnerable to 100-Year FEMA (NOAA Int. High, 2060)

| Adaptive Capacity | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Low | 0 | 0 | 0 | 0 |
| Medium | 7 | 0 | 10 | 52 |
| High | 0 | 0 | 0 | 0 |

Impact Score

Number of Critical Assets Vulnerable to 100-Year FEMA (NOAA Int. Low, 2070)

| Adaptive Capacity | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Low | 0 | 0 | 0 | 0 |
| Medium | 7 | 0 | 13 | 49 |
| High | 0 | 0 | 0 | 0 |

Impact Score

Number of Critical Assets Vulnerable to 100-Year FEMA (NOAA Int. High, 2070)

| Adaptive Capacity | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Low | 0 | 0 | 0 | 0 |
| Medium | 7 | 0 | 9 | 53 |
| High | 0 | 0 | 0 | 0 |

Impact Score

**Figure 4. 100-Year FEMA Vulnerability Matrices**

| Number of Critical Assets Vulnerable to Storm Surge (Category 3, 2024) Hazus Scenario 2 | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 14 | 22 | 0 | 33 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

| Number of Critical Assets Vulnerable to Storm Surge (Category 3, NOAA Int. Low, 2040) | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 7 | 2 | 15 | 45 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

| Number of Critical Assets Vulnerable to Storm Surge (Category 3, NOAA Int. High, 2040) Hazus Scenario 3 | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 14 | 20 | 0 | 35 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

| Number of Critical Assets Vulnerable to Storm Surge (Category 3, NOAA Int. High, 2060) Hazus Scenario 4 | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 9 | 20 | 4 | 36 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

| Number of Critical Assets Vulnerable to Storm Surge (Category 3, NOAA Int. Low, 2070) | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 7 | 2 | 12 | 48 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

| Number of Critical Assets Vulnerable to Storm Surge (Category 3, NOAA Int. High, 2070) Hazus Scenario 5 | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 9 | 15 | 8 | 37 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

**Figure 5. Category 3 Storm Surge Vulnerability Matrices**

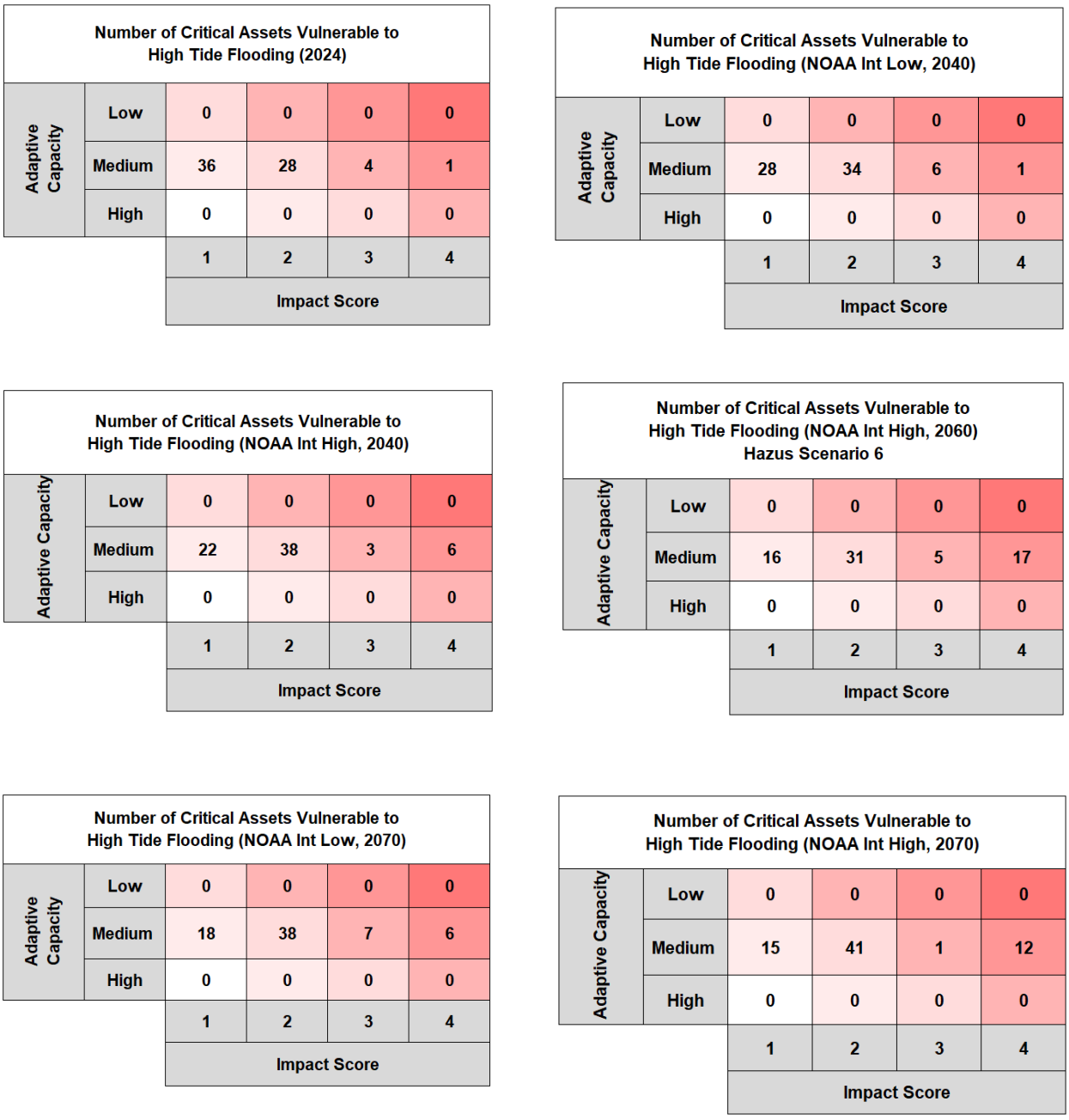



**Figure 6. High Tide Vulnerability Matrices**

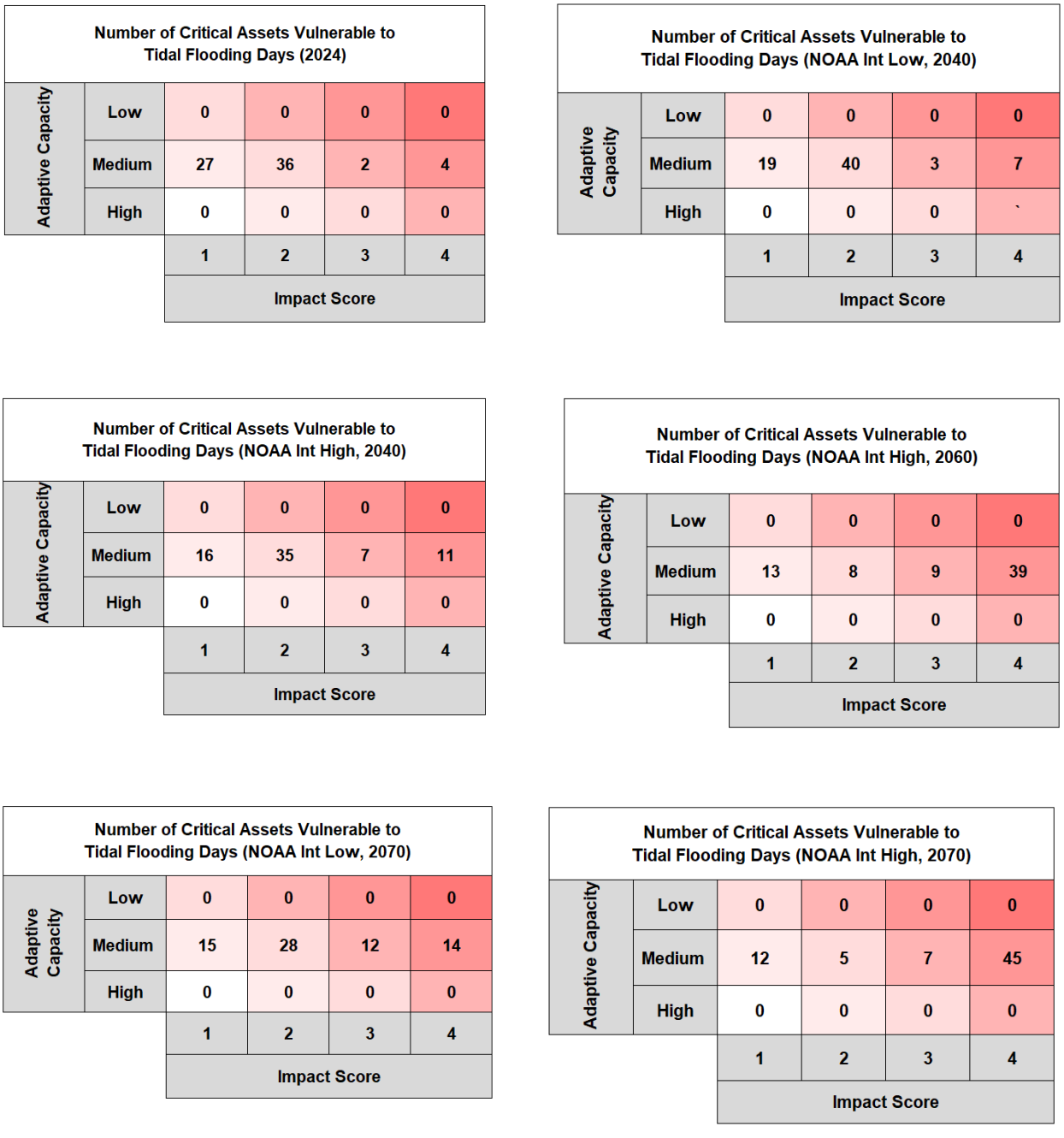



**Figure 7. Tidal Flooding Vulnerability Matrices**

| Number of Critical Assets Vulnerable to Rainfall Flooding (2024) Hazus Scenario 7 | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 21 | 32 | 2 | 14 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

| Number of Critical Assets Vulnerable to Rainfall Flooding Without Improvements (NOAA Int. High, 2060) Hazus Scenario 8 | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 21 | 31 | 1 | 16 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

| Number of Critical Assets Vulnerable to Rainfall Flooding With Improvements (NOAA Int. High, 2060) Hazus Scenario 9 | | | | | |
|---|---|---|---|---|---|
| Adaptive Capacity | Low | 0 | 0 | 0 | 0 |
| | Medium | 31 | 34 | 3 | 1 |
| | High | 0 | 0 | 0 | 0 |
| | | 1 | 2 | 3 | 4 |
| | | Impact Score | | | |

**Figure 8. Precipitation Vulnerability Matrices**

## 9.2 Wind Vulnerability

As a result of high wind events, residents can be displaced or require temporary to long-term sheltering. In addition, downed trees, damaged buildings, and debris carried by high winds. Table 13 summarizes the components of the vulnerability formula and the associated levels and scores used to evaluate critical assets for the wind scenario. Figure 9 summarizes the wind vulnerability matrices. The greatest vulnerability score is 5. Appendix E summarizes each asset's exposure, sensitivity, adaptive capacity, and vulnerability score.

**Table 13. Summary of Vulnerability Assessment Components for Wind Event**

| Vulnerability Component | | Component Definition | Level | Score |
|---|---|---|---|---|
| Impact | Exposure | Asset located relative to potential inundation extent | Exposed | 1 |
| | | | Not Exposed | 0 |
| | Sensitivity | Estimated damage to asset | High | 3 |
| | | | Medium | 2 |
| | | | Low | 1 |
| Adaptive Capacity | | Ability to protect from or withstand the climate-hazard event | Low | -1 |
| | | | Medium | 0 |
| | | | High | 1 |

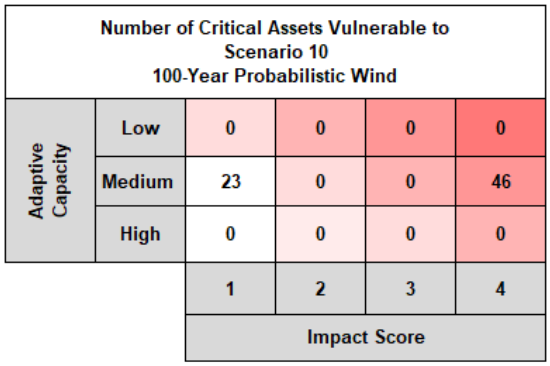



**Figure 9. Wind Vulnerability Matrices**

## 9.3 Extreme Heat Vulnerability

Extreme heat presents a significant threat to the Village, given its subtropical climate and location in the Miami metropolitan area. One of the most pressing concerns associated with extreme heat is its profound impact on public health. In the Village, where the subtropical climate amplifies the intensity of heatwaves, vulnerable populations such as the elderly, children, and those with pre-existing health conditions face heightened risks of heat-related illnesses. Heat exhaustion, heatstroke, and dehydration become more prevalent as the body struggles to cope with prolonged exposure to soaring temperatures and stifling humidity levels.

Furthermore, extreme heat takes a toll on the Village's infrastructure, exacerbating existing vulnerabilities and posing significant challenges to its resilience. Roads can buckle and power lines sag under the continuous high temperatures, leading to transportation delays, power outages, and service disruptions. The structural integrity of buildings and utilities is compromised, necessitating costly repairs and maintenance efforts to mitigate the impact of heat-induced stress.

Economically, the Village is not immune to the ramifications of extreme heat. Industries reliant on outdoor activities, such as tourism, agriculture, and recreation, experience dwindling revenues as heat advisories and health concerns deter visitors and impede business operations. Reduced visitor numbers and decreased consumer activity ripple through the local economy, amplifying the financial strain on businesses and communities alike.

Socially, extreme heat exacerbates existing disparities and vulnerabilities within the community. Low-income households, minority populations, and individuals experiencing homelessness bear the brunt of heat-related health risks and social isolation due to limited access to air conditioning, inadequate housing conditions, and lack of resources for heat relief. Addressing these social inequities is paramount to ensuring the well-being and resilience of all residents in the face of extreme heat events.

Figure 10 shows extreme heat figures related to Miami-Dade County produced by NOAA's Climate Mapping for Resilience and Adaptation tool[17]. As early as 2035, NOAA is predicting that up to 14 percent of the year could experience degrees with maximum temperatures over 95° F in the higher emissions scenario.

To confront the challenges posed by extreme heat, proactive measures are essential. Heat emergency response plans, urban heat island mitigation strategies, infrastructure upgrades, public education campaigns, and social support services are critical components of a comprehensive approach to enhancing the resilience of Key Biscayne. By fostering collaboration and collective action, stakeholders can work together to protect the community from the adverse effects of extreme heat and build a more resilient and sustainable future for the Village.

[17] NOAA. 2024. Climate Mapping for Resilience and Adaptation tool. Accessed from: https://resilience.climate.gov/.

## Future Climate Indicators

| Indicator | Modeled History (1976 - 2005) | Early Century (2015 - 2044) | | Mid Century (2035 - 2064) | | Late Century (2070 - 2099) | |
|---|---|---|---|---|---|---|---|
| | | Lower Emissions | Higher Emissions | Lower Emissions | Higher Emissions | Lower Emissions | Higher Emissions |
| | Min - Max | Min - Max | Min - Max | Min - Max | Min - Max | Min - Max | Min - Max |
| **Temperature thresholds:** | | | | | | | |
| Annual days with maximum temperature > 90°F | 70 days<br>70 - 83 | 129 days<br>91 - 160 | 133 days<br>100 - 155 | 149 days<br>106 - 179 | 166 days<br>128 - 192 | 168 days<br>125 - 201 | 217 days<br>171 - 250 |
| Annual days with maximum temperature > 95°F | 2 days<br>2 - 3 | 18 days<br>4 - 42 | 21 days<br>7 - 38 | 33 days<br>8 - 66 | 52 days<br>18 - 87 | 55 days<br>13 - 101 | 121 days<br>57 - 163 |
| Annual days with maximum temperature > 100°F | 0 days<br>0 - 0 | 0 days<br>0 - 1 | 0 days<br>0 - 1 | 1 days<br>0 - 4 | 2 days<br>0 - 7 | 2 days<br>0 - 4 | 20 days<br>3 - 57 |
| Annual days with maximum temperature > 105°F | 0 days<br>0 - 0 | 0 days<br>0 - 0 | 0 days<br>0 - 0 | 0 days<br>0 - 0 | 0 days<br>0 - 0 | 0 days<br>0 - 0 | 0 days<br>0 - 2 |
| **Annual temperature:** | | | | | | | |
| Annual single highest maximum temperature °F | 95 °F<br>95 - 96 | 97 °F<br>96 - 99 | 98 °F<br>96 - 99 | 98 °F<br>96 - 100 | 99 °F<br>97 - 101 | 99 °F<br>97 - 102 | 102 °F<br>100 - 105 |
| Annual highest maximum temperature averaged over a 5-day period °F | 93 °F<br>93 - 94 | 95 °F<br>94 - 97 | 96 °F<br>94 - 97 | 96 °F<br>94 - 98 | 97 °F<br>96 - 99 | 97 °F<br>95 - 100 | 100 °F<br>98 - 103 |
| Cooling degree days (CDD) | 4002 degree-days<br>3871 - 4111 | 4,696 degree-days<br>4,242 - 5,258 | 4,758 degree-days<br>4,343 - 5,112 | 5,013 degree-days<br>4,394 - 5,605 | 5,292 degree-days<br>4,673 - 5,750 | 5,338 degree-days<br>4,675 - 5,963 | 6,258 degree-days<br>5,394 - 6,984 |

N/A = Data Not Available for the selected area

**Figure 10. Future Climate Indicators**

## 9.4 Groundwater Flooding Vulnerability

Infrastructure vulnerabilities are the primary concern in the face of groundwater flooding. The Village's roads, buildings, and utilities stand vulnerable to the infiltration of water into porous limestone bedrock, leading to rising groundwater levels during heavy rainfall or storm surges. As a result, roads may become impassable, buildings may suffer structural damage, and utilities such as water and electricity may face disruptions, exacerbating the challenges posed by flooding events.

Economically, groundwater flooding exacts a toll on the Village's businesses, infrastructure, and community. Disruptions in business operations, inventory damage, and revenue loss due to property damage and decreased consumer activity ripple through the local economy, imposing a significant financial burden on residents and local government agencies alike. The cost of repairing infrastructure and mitigating flood damage further compounds the economic challenges facing the community in the wake of groundwater flooding events.

Environmental degradation emerges as another consequence of groundwater flooding. Delicate ecosystems such as mangrove forests and seagrass beds face threats from excess nutrients and pollutants washed into coastal waters during flooding events. Furthermore, saltwater intrusion into freshwater aquifers jeopardizes the availability of potable water resources, exacerbating ecological imbalances and threatening biodiversity in the region.

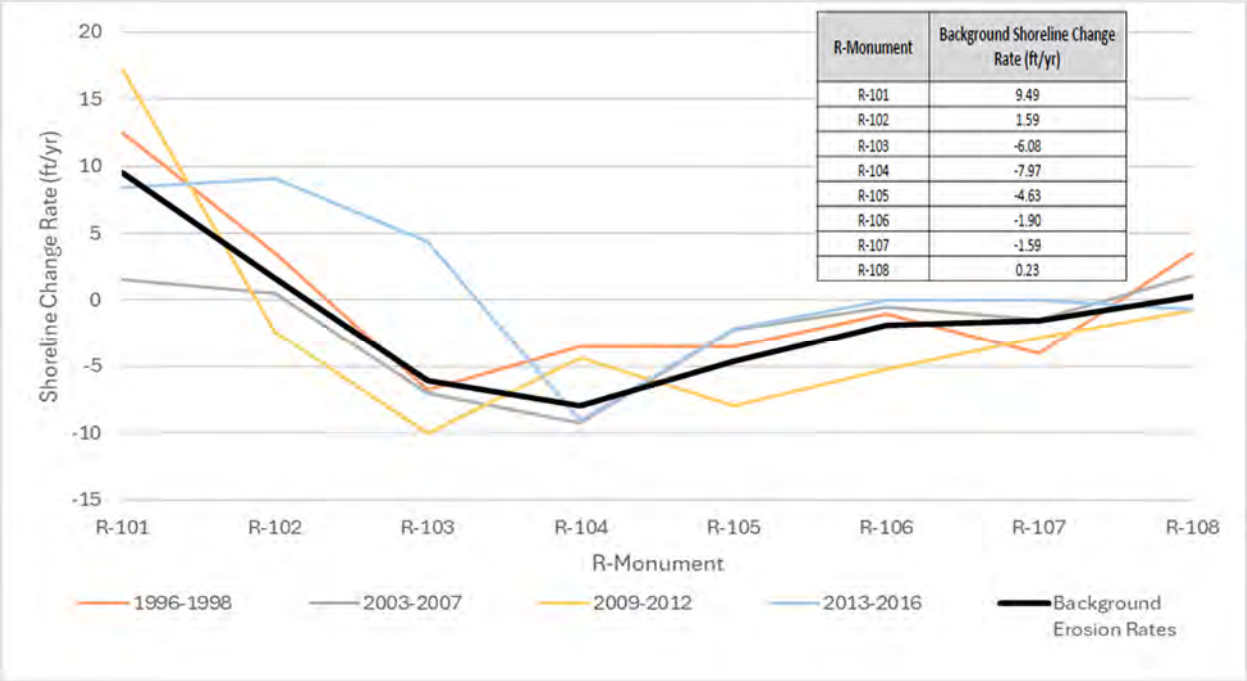
Social disruption and displacement within the community compound the challenges posed by groundwater flooding in the Village. Residents may be forced to evacuate their homes temporarily or permanently, posing challenges for housing, transportation, and access to essential services. Vulnerable populations, including the elderly, children, and low-income households, may be disproportionately affected by groundwater flooding and its associated impacts, underscoring the need for equitable and inclusive disaster preparedness and response efforts.

To address the risks posed by groundwater flooding, proactive measures are essential. Improved drainage infrastructure, elevation and floodproofing of critical infrastructure, implementation of green infrastructure practices, and judicious land use planning can help mitigate the impact of groundwater flooding. Furthermore, public awareness and education campaigns can empower residents to take proactive steps to safeguard their lives and livelihoods in the face of groundwater flooding events, fostering resilience and community cohesion in the Village. The Village is already going down this path via making the improvements to the stormwater infrastructure that they have already begun.

## 9.5 Coastal Erosion Vulnerability

The Village participated in the 2021 Miami Dade Coastal Storm Risk Management Study performed by the USACE. The study area scope was based on considerations for an area’s risk, performance of existing measures to reduce risk, and the need for future measures over the next 50 years. The Village, along with the area of shoreline between Bakers Haulover Inlet and Government Cut, was identified as having the most immediate need for a study to assess coastal storm risks and Federal participation in a CSRM project. As part of this project, the USACE employed Beach-*fx*, an event-driven life-cycle model which combined the evaluation of physical performance and the economic benefits and costs of shore protection projects. Figure 11 presents data from the 2021 Miami-Dade County Coastal Storm Risk Management Draft Integrated Feasibility Study and Environmental Assessment (Draft Study), Appendix A: Engineering, which depicts the background erosion rates from R-101 to R-108 based on shoreline data from 1996-2016, excluding years showing heavy influence from a beach nourishment event. These results

corroborate monitoring data and beach nourishment frequency and placement locations described above.




| R-Monument | Background Shoreline Change Rate (ft/yr) |
|---|---|
| R-101 | 9.49 |
| R-102 | 1.59 |
| R-103 | -6.08 |
| R-104 | -7.97 |
| R-105 | -4.63 |
| R-106 | -1.90 |
| R-107 | -1.59 |
| R-108 | 0.23 |

*Source: U.S. Army Corps of Engineers 2021*[18]

**Figure 11. Erosion Rates from R-101 to R-108 (1996-2016)**

The 2021 Miami-Dade County CSRM Draft Study identified a tentatively selected plan (TSP) Concept Plan for the Village presented in Figure 12 which included the following features:

- Beach Nourishment (All beach nourishment includes a dune feature)
  - R-101.3 to R-107.8
- Sand Sources
  - Upland Truck Haul
- Reinforced Dune
  - Steel Sheet Pile Dune Core Wall From R-101.3 to R-107.8
  - Northern Tieback Wall (1,800 feet)
  - Southern Tieback Wall (700 feet)

[18] Miami-Dade Back Bay Coastal Storm Risk Management Feasibility Study, Draft Integrated Feasibility Report and Environmental Assessment 2021.




*Source: U.S. Army Corps of Engineers 2021*[19]

**Figure 12. Features of the Tentatively Selected Plan for the Village of Key Biscayne**

Unfortunately, the 2021 Miami-Dade County CSRM Draft Study found that back bay flooding was the primary damage driver for the Village community, and that back bay flooding could impact areas being protected by the proposed TSP. As such, it was recommended that the Village be removed from the 2021 study and investigated separately and comprehensively to account for coastal erosion and back bay effects.

The Key Biscayne Coastal Storm Risk Management Study has been initiated by the USACE, with the first public meeting workshops held in January 2024. This comprehensive study follows the typical USACE planning process which traditionally spans 3 to 7 years. This study updates the Beach-*fx* modeling previously performed for coastal erosion and incorporate USACE's Hydrologic Engineering Center's River Analysis System and Generation 2 Coastal Risk Model to evaluate back bay flooding.

One of the largest challenges that the Village faced for performing maintenance beach nourishment is the nearshore seagrass community which tends to recover at a faster rate than the Village can respond after a storm event. Prior to performing beach nourishments, the Village demonstrated to the environmental agencies that each nourishment event did not directly, or indirectly, impact the nearshore seagrasses by natural sand transport and spreading and the Village monitors the extents of the community on an annual

[19] Miami-Dade Back Bay Coastal Storm Risk Management Feasibility Study, Draft Integrated Feasibility Study and Environmental Assessment, 2021.

basis for a minimum of 3 years following each nourishment event. As a result, the Village has been limited to conducting smaller, more frequent nourishment events to maintain the beach. The costs of frequently maintaining a critically eroded shoreline on small volumetric scales quickly becomes expensive and is an inefficient solution to addressing erosion in an area that may be limited further by the nearshore seagrass community should landward advancement take place between nourishment events and with rising sea levels.

# 10.0 Economic Assessment

The South Florida Regional Planning Council (SFRPC) performed an economic assessment of each Hazus scenario for the Village utilizing the REMI PI+ economic model. Drawing on the estimated monetized property damage and business interruption impacts from the Hazus flood scenarios as inputs, the REMI model forecasted the direct and wider economic implications of each Hazus scenario.

Glossary
Employment: Job-Years. A person holding one job for 1 year, two persons holding a half-time job for 1 year, etc.
Personal Income: Wages, rental income, transfers.
Output: A measure of sales activity.
Gross Domestic Product: Total market value of the finished goods and services produced within a region, usually a county, in a given year.
Wage Bill: The product of wages in an industry multiplied by the number of jobs in that industry.

The SFRPC maintains the REMI PI+ model for the seven counties of southeast Florida (Broward, Indian River, Martin, Miami-Dade, Monroe, Palm Beach, and St. Lucie) and a single "Rest of Florida" region at a 70-industry sector level of detail across a baseline forecast that extends to 2060, customized to the region with all inputs and outputs based on the county-level unit of geographic analysis. For impacts modeled to 2070, REMI, the publisher of PI+, recommended that model users modify the baseline forecast by extending the 2060 baseline with a 2-percent annual growth rate for key indicators. This approach was taken for the 2070 scenario.

## 10.1 Methodology

The SFRPC prepared economic impact analyses of a suite of storm surge, rainfall, and sea level rise scenarios impacting residential and commercial property in the Village outlined in Table 2. The economic impact analysis considered two main impact categories for each climate-hazard scenario for selected years between 2024 and 2070 in capital stock losses, and personal and business interruptions.

### *10.1.1 Capital Stock Losses*

Parcels lose economic value because of climate-hazard impacts. The Hazus model provided the estimated potential loss to each structure in the Village in terms of building damage, lost contents, and inventory. While net household expenditures on food and supplies generally balance out prior to and after an extreme weather event, temporary displacement costs for households result in reallocated household expenditures to accommodation outside of the Village and result in less spending on services and goods that sustain job growth in non-recovery-oriented industries. Moreover, there are short- and long-term displacement effects. Using REMI PI+, the SFRPC analyzed the short-term impacts of displacement on population and school-aged children.

As post-disaster reconstruction costs can often escalate after a disaster, the SFRPC simulated increases in production costs for both construction and fuel over the short run as the result of business interruptions forecasted in the Hazus model. Since insurance benefits and construction activity do not

begin at once, the SFRPC enforced a lagged construction effect on the recovery forecast, resulting in a gradual rebound in property value impacts to baseline over a period of 2 to 3 years after the modeled event.

### *10.1.2 Personal and Business Interruptions*

Personal and business interruptions occur when roads are impassable, buildings are flooded, utilities are down, and for many households, when schools are closed, and children are at home. Schools that are also utilized as shelters cannot reopen until they are cleaned. This can extend economic damages into weeks after an extreme weather event. When businesses cannot operate, losses accrue to sales and to employment when business interruptions diminish labor productivity. Those interruptions also impose costs on households, as wages and other income temporarily shrink.

Data for business interruptions are derived from Hazus model outputs for temporary losses to capital stock and from temporary relocation, loss of rental and personal income, and loss of output from the regional economy. REMI PI+ was then used to forecast the indirect and countywide impacts of each Hazus model scenario on Miami-Dade County's annual average gross domestic product (GDP), personal income, jobs, and property values.

## 10.2 Modeling Steps

Data from the exposure analysis are entered into the South Florida REMI PI+ economic and demographic analysis software for each impact year. Hazus outputs of building damage and content and inventory losses were bundled into a single REMI PI+ category of capital stock losses. Household income related costs were modeled in three different categories: relocation costs were treated as personal expenses on temporary accommodation, income and wage losses were bundled into a single wage bill impact, and rental income losses were treated as losses to property income. Overall business activity unrelated to inventory or wages were treated as losses to total output, measured in lost sales in REMI PI+.

Figure 13 depicts the relationship between the two main types of economic impact from the Hazus scenarios, as those impacts interact with various components of the REMI PI+ model. As shown on the figure, Hazus derived capital stock losses and business interruptions interacted with REMI PI+ modules consisting of Output and Demand, Labor, and Capital Demand; Population and Labor Supply; Compensation, Prices, and Costs; and finally, of Market Shares. The model iterates the interactions among those software components until an equilibrium is re-established in the forecast, a process which yields model outputs that are shown in this section.

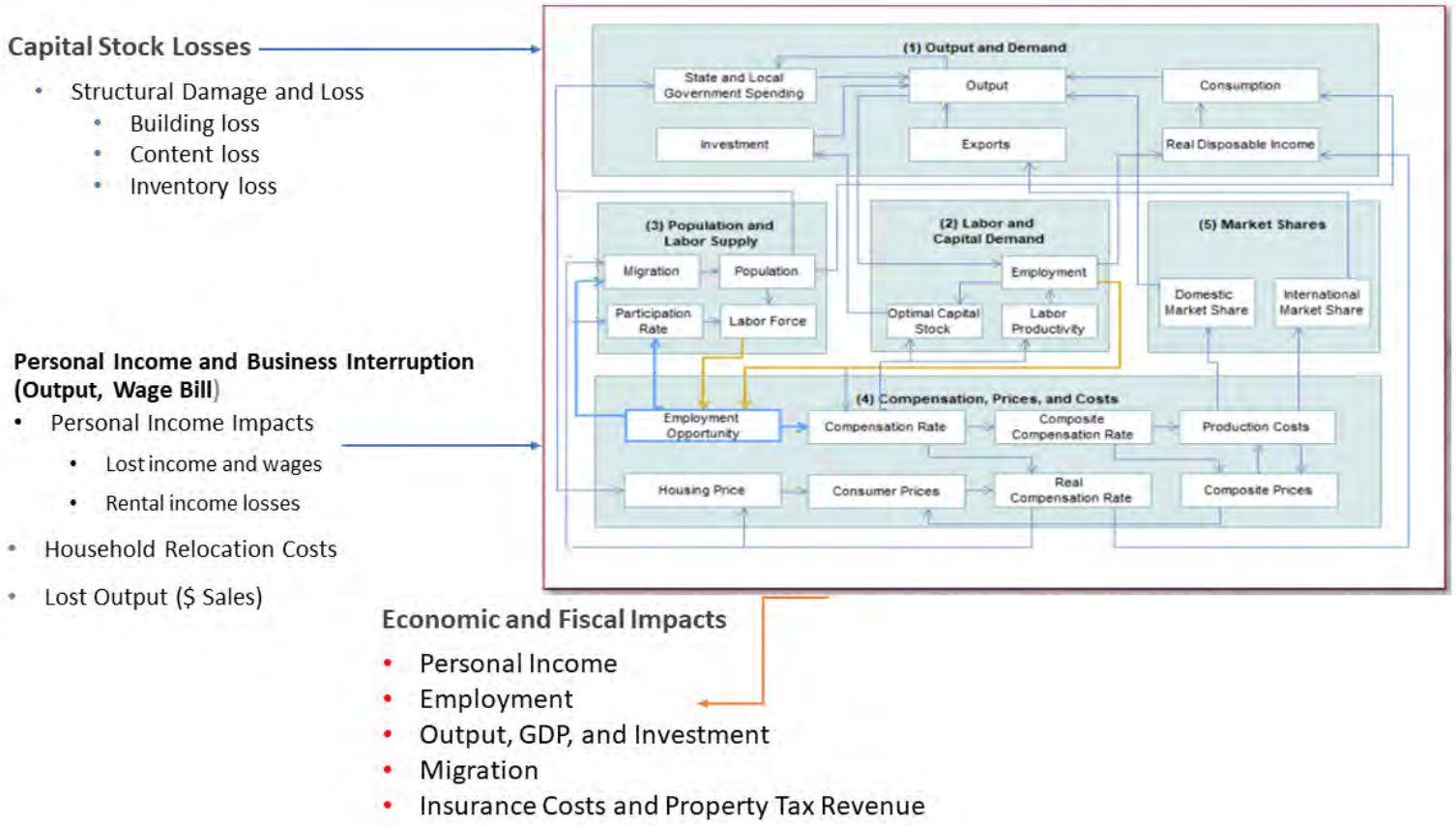



**Figure 13. Impact Types and Interactions with the South Florida REMI PI+ Model**

As capital stock losses and business interruption influence the various components of the REMI model, each scenario yields annual impacts to personal income, employment, output (a measure of sales), GDP, and migration, and specifically forecasts changes to economic migration and school-aged children into and out of Miami-Dade County. As noted previously, changes to Village property tax revenue are estimated by proportionate changes to county GDP, as GDP is a close predictor of property values.

## 10.3 Results

### *10.3.1 Increase in Property Damage*

The Hazus flood model was utilized to estimate property damage to all buildings in the Village, inclusive of the identified critical assets. Table 14 summarizes the estimated structural damage, content damage, and total damage to the general building stock in the Village using 2023 replacement cost values. In Hazus, structural damage is derived from calculating structure replacement value using industry-standard county adjustment factors from RSMeans Square Foot Costs. Replacement costs data are stored within Hazus at the Census track and Census block level for each occupancy class. Content replacement value was estimated as a percent of structure replacement value in accordance with Hazus Inventory Technical Manual.

As indicated in Table 14, storm surge impacts presented in Scenarios' S-2 through S-5 are the largest threats resulting in the greatest potential property damage facing the Village. Storm surge caused by high wind velocities during hurricanes creating high energy waves are particularly devastating to coastal communities. In Scenario S-2, a category 3 hurricane storm surge under current conditions would cause $807 million in damage to structures, contents (furniture, appliances, etc.) and business inventory (retail products, equipment, etc.). In 2070, a category 3 hurricane storm surge modeled under Scenario 5 will result in over $1.5 billion in damage to structures, contents, and inventory. Each scenario presenting in Table 14 includes sea level rise in accordance with the FDEP requirements. However, these storm surge events will occur less frequently than the 10-year rainfall events. When comparing Scenario S8, the 10-year rainfall event assuming the proposed stormwater improvements have not been constructed to Scenario S9, the 10-year rainfall event assuming the proposed stormwater improvements have been constructed, the avoided damages as a result of these stormwater improvements would include the difference in the damage estimates between these two scenarios. Thus, the total reduction in property damages from a single 10-year, 24-hour storm event is approximately $56 million ($80.7 million minus $24.7 million). This evaluation included both more frequently occurring events such as the 10-year storm and high tide events as well as less frequently occurring storm surge events.

**Table 14. Estimated Property Damage by Hazus Scenario**

| Hazus Scenario | Structure Damage | Contents Damage | Business Inventory | Total Damage(2023 $millions) |
|---|---|---|---|---|
| S1 - 100-Year FEMA (Current) | $487.1 | $315.4 | $10.1 | $812.6 |
| S2 - Category 3 Hurricane (Current) Storm Surge | $494.8 | $303.0 | $9.5 | $807.2 |
| S3 - Category 3 Hurricane (2040, Int. High) Storm Surge | $627.1 | $388.3 | $11.6 | $1,027.0 |
| S4 - Category 3 Hurricane (2060, Int. High) Storm Surge | $840.8 | $527.9 | $16.3 | $1,385.0 |
| S5 - Category 3 Hurricane (2070, Int. High) Storm Surge | $972.6 | $605.1 | $19.5 | $1,597.2 |
| S6 - High Tide (2060, Int. High) Flooding | $67.0 | $38.4 | $0.7 | $106.1 |
| S7 - 10-Year Precipitation Storm Event (2024) | $45.6 | $25.4 | $0.3 | $71.3 |

| Hazus Scenario | Structure Damage | Contents Damage | Business Inventory | Total Damage(2023 $millions) |
|---|---|---|---|---|
| S8 - 10-Year Precipitation Storm Event (2060, Int. High), without Improvements | $51.3 | $29.0 | $0.3 | $80.7 |
| S9 - 10-Year Precipitation Storm Event (2060, Int. High), with Improvements | $16.6 | $7.8 | $0.3 | $24.7 |
| S10 - Hurricane 100-Year Wind Event | $580.0 | $210.3 | $3.6 | $794.0 |

Table 15 presents the number of estimated displaced population and the number of people seeking publicly provided shelter for each of the 10 scenarios evaluated. As expected, the larger the flood events (S2 through S5) and associated damage results in a larger population being displaced. Hazus calculates the displaced population by estimating the number of people residing in areas where flood depths are greater than zero. If an entire Census block is flooded (greater than zero flood depth), the entire population residing in that Census block is assumed to be displaced. In a Census block where only a portion of the Census block is flooded, Hazus calculates the percentage of the Census block that is flooded and multiplies that by the total population in the Census block to estimate the displaced population. A shelter factor is determined based upon the displaced population analysis along with shelter category weighting factors based upon income and age.

**Table 15. Estimated Population Displaced by Hazus Scenario**

| Hazus Scenario | Displaced Population | People Seeking Publicly Provided Short-Term Shelter |
|---|---|---|
| S1 - 100-Year FEMA (Current) | 10,365 | 364 |
| S2 - Category 3 Hurricane (Current) Storm Surge | 10,270 | 358 |
| S3 - Category 3 Hurricane (2040, Int. High) Storm Surge | 10,958 | 366 |
| S4 - Category 3 Hurricane (2060, Int. High) Storm Surge | 11,712 | 370 |
| S5 - Category 3 Hurricane (2070, Int. High) Storm Surge | 12,063 | 370 |
| S6 - High Tide (2060, Int. High) Flooding | 5,573 | 345 |
| S7 - 10-Year Precipitation Storm Event (2024) | 3,936 | 306 |

| Hazus Scenario | Displaced Population | People Seeking Publicly Provided Short-Term Shelter |
|---|---|---|
| S8 - 10-Year Precipitation Storm Event (2060, Int. High), without Improvements | 4,466 | 331 |
| S9 - 10-Year Precipitation Storm Event (2060, Int. High), with Improvements | 1,598 | 330 |
| S10 - Hurricane 100-Year Wind Event | 2,488 | 2,123 |

### *10.3.2 Decrease in Property Value*

Property values are calculated by property assessors using nearby market rate sales (comparable property values), which bundle similar property features such as bedrooms, size of the lot and structures, year built, and other features including amenities tied to the property. Apart from physical and locational characteristics of a property, property values move in tandem with trends in the regional economy. As economic activity increases, property values rise as homebuyers bid up the value of the most desirable homes.

Economic shocks, such as economic downturns, tend to reduce property values in proportion to the decrease in the regional annual average GDP. Since recurring storm and flood damage will reduce property values as market value declines, the SFRPC uses the impact of each Hazus scenario to estimate the change in market value and consequently tax base impacts in the Village, proportionate to the impact of the scenario in the event year on Gross Regional Product in the REMI model. Table 16 summarizes expected losses for each Hazus scenario in capital loss (total damages), the estimated impact to the property tax base, and the results to both the overall tax base and millage rate-based Village revenues. As noted previously, changes to Village property tax revenue are estimated by proportionate changes to county GDP, as GDP is a close predictor of property values. Under Scenario S8, the 10-year rainfall event assuming stormwater improvements are not constructed, property values decline .05 percent for each 10-year rainfall event. However, with stormwater improvements constructed under Scenario S9, property values only decline .02 percent for each 10-year rainfall event. Thus, if your property is worth $1 million today, each 10-year rainfall event without the proposed stormwater infrastructure improvements in the Resilience Program in place results in a .08% decline in your property value. Larger events will have a larger impact on property values.

**Table 16. Property Tax Base Impacts and Millage Revenue Impacts**

| Hazus Scenario | Village Capital Loss (2023 $millions) | Village Property Tax Base Adjustment | Village Property Tax Base Impact (2023 $millions) | Village Millage (2023 $) |
|---|---|---|---|---|
| S1 - 100-Year FEMA (Current) | $812.6 | -0.33% | -$33.08 | -$103,369 |
| S2 - Category 3 Hurricane (Current) Storm Surge | $807.2 | -0.32% | -$31.97 | -$99,892 |

| Hazus Scenario | Village Capital Loss (2023 $millions) | Village Property Tax Base Adjustment | Village Property Tax Base Impact (2023 $millions) | Village Millage (2023 $) |
|---|---|---|---|---|
| S3 - Category 3 Hurricane (2040, Int High) Storm Surge | $1,027.0 | -0.35% | -$35.31 | -$110,324 |
| S4 - Category 3 Hurricane (2060, Int. High) Storm Surge | $1,385.0 | -0.38% | -$38.34 | -$119,807 |
| S5 - Category 3 Hurricane (2070, Int. High) Storm Surge | $1,597.2 | -0.39% | -$39.46 | -$123,284 |
| S6 - High Tide (2060, Int. High) Flooding | $106.1 | -0.12% | -$11.84 | -$36,985 |
| S7 - 10-Year Precipitation Storm Event (2024) | $71.3 | -0.08% | -$7.79 | -$24,341 |
| S8 - 10-Year Precipitation Storm Event (2060, Int. High), without Improvements | $80.7 | -0.05% | -$4.86 | -$15,173 |
| S9 - 10-Year Precipitation Storm Event (2060, Int. High), with Improvements | $24.7 | -0.02% | -$2.02 | -$6,322 |
| S10 - Hurricane 100-Year Wind Event | $794.0 | -0.01% | -$1.42 | -$4,426 |

### *10.3.3 Increase in Insurance Costs*

In recent years, Florida has seen stark increases in homeowner insurance rates. While premiums are driven by a number of factors, including shifts in the magnitude and frequency of insured global events, Florida's uniquely exposed population pays the highest average insurance premiums in the United States. Driven by extreme weather events, many Florida insurers have closed, fled the state, or raised rates. While premiums are closely linked to the costs of recovery from extreme weather events, premiums do not necessarily rise immediately after a storm or proportionately to the severity of the event. Insurers' reserves, the trigger points of the various state insurance programs, and reinsurance help stabilize the potential volatility of insurance rates.

For the purposes of this analysis, the SFRPC analyzed the potential increase in homeowner insurance premiums with respect to direct potential losses from each Hazus scenario while "controlling" for reinsurance rate increases, assuming that all risks are borne by Florida insurers whose rates fluctuate directly with incurred damages. For this analysis, the ensuing "risk load" only reflects incurred and insured damages, and not administrative costs or profit margins. Accordingly, the SFRPC modeled premium changes using data gathered by the Florida Hurricane Catastrophe Fund to project premium impacts from Gross Probable Losses by return period.

Insurance premium changes are estimated using the following mathematical function:

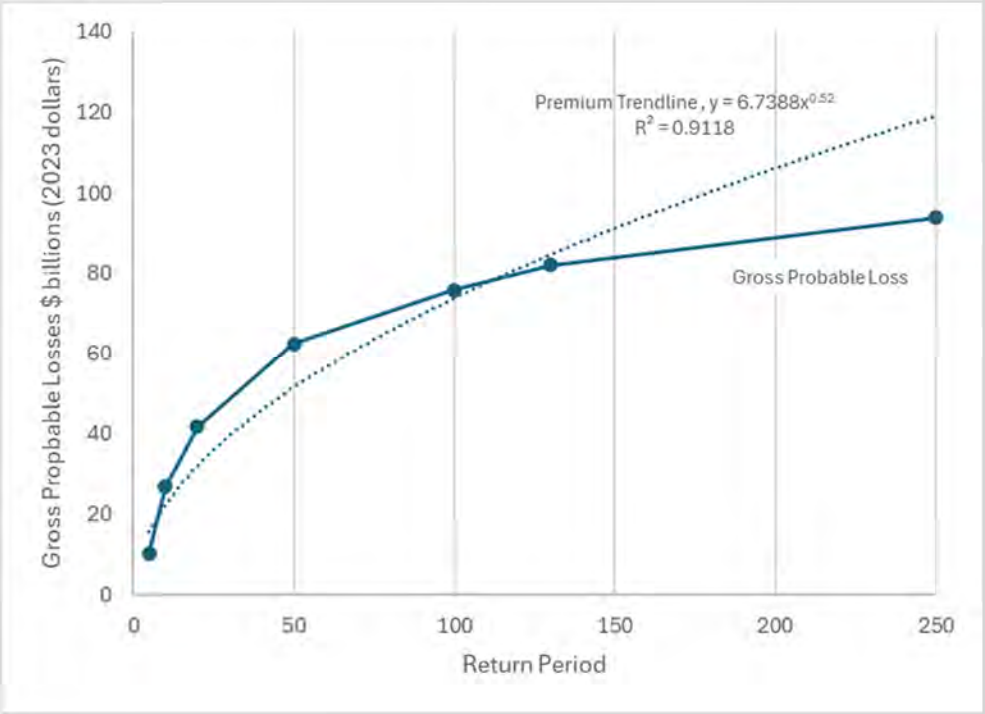
$$NP = \left(\frac{CP(1 + EAL + Reinsurance)}{CP}\right)$$

*Where NP is New Premium, CP is Current Premium; EAL is Expected Annual Loss; Reinsurance is change in Reinsurance costs. Expected Annual Loss is an industry standard for the expected damage of a storm, based on the return rate, multiplied by the probability of that event occurring in any given year.*

For this analysis, the substantial costs of reinsurance are left out as reinsurance rates are dependent on global factors outside the scope of this study. Expected Annual Loss is derived from Hurricane Catastrophe Fund estimates, adjusted for construction cost-driven inflation by the SFRPC. The SFPRC calculated the estimated average new premium for the Village by using current average homeowner premiums for Miami (the closest comparable and available market data, of $16,133 in 2023)[20] and fitting the projected damage for each Hazus scenario proportionately to a damage curve using a power function to estimate the actual change in average homeowner premiums, drawing on annual data from the National Association of Insurance Commissioners' Dwelling Fire, Homeowners Owner-Occupied, and Homeowners Tenant and Condominium/Cooperative Unit Owner's Insurance Reports correlated with return rate storm data from the Hurricane Catastrophe Fund.

The SFRPC used a power function to estimate future premium growth because premium growth typically lags the slope of lower impact storms as insurers can fund payouts from their reserves and from state insurance programs. In contrast, for higher impact storms rates will increase at a faster pace as insurers have to make up the losses from depleted reserves ahead of the next season. The Premium Trendline, shown on Figure 14, is an estimated schedule of future homeowner premiums, based on property damages incurred in Biscayne Bay proportioned to Hurricane Catastrophe Fund estimates.

[20] Average Cost of Homeowners Insurance in Florida (2024) (moneygeek.com).




*Source: Hurricane Catastrophe Fund, South Florida Regional Planning Council staff estimate for Biscayne Bay Properties.*

**Figure 14. Change in Homeowner Insurance Premiums according to Gross Probable Loss**

Using the Premium Trendline power-law function changes to premiums were forecasted using the corresponding estimated damage proportionate to the storm category used in the Hazus scenario. For example, S7 2024 rainfall incurs the same magnitude of damage that a 20-year storm does in Key Biscayne. The SFRPC then treated Scenario 7 as similar in impact as a 20-year storm and calculated the corresponding changes to premiums using the Premium Trendline. SFRPC utilized the above methodology to calculate the insurance premium estimates for each of the 10 Hazus scenarios presented in Table 17. As indicated in Table 17, insurance premiums significantly increase after the larger storm surge events in Scenarios S2 through S5.

**Table 17. Expected Capital Losses and Insurance Premium Impacts by Hazus Scenario**

| Hazus Scenario | Village Capital Loss (2023 $millions) | Return Period Equivalent | Low Insurance Premium Estimate | High Insurance Premium Estimate |
|---|---|---|---|---|
| S1 - 100-Year FEMA (Current) | $812.6 | 100 | $19,576 | $25,669 |
| S2 - Category 3 Hurricane (Current) Storm Surge | $807.2 | 100 | $19,576 | $25,669 |
| S3 - Category 3 Hurricane (2040, Int. High) Storm Surge | $1,027.0 | 130 | $21,834 | $30,542 |
| S4 - Category 3 Hurricane (2060, Int. High) Storm Surge | $1,385.0 | 130 | $21,834 | $30,542 |

| Hazus Scenario | Village Capital Loss (2023 $millions) | Return Period Equivalent | Low Insurance Premium Estimate | High Insurance Premium Estimate |
|---|---|---|---|---|
| S5 - Category 3 Hurricane (2070, Int. High) Storm Surge | $1,597.2 | 250 | $25,868 | $39,141 |
| S6 - High Tide (2060, Int. High) Flooding | $106.1 | 130 | $21,834. | $30,542 |
| S7 - 10-Year Precipitation Storm Event (2024) | $71.3 | 20 | $17,499 | $19,050 |
| S8 - 10-Year Precipitation Storm Event (2060, Int. High), Without Improvements | $80.7 | 20 | $17,499 | $19,050 |
| S9 - 10-Year Precipitation Storm Event (2060, Int. High), With Improvements | $24.8 | 20 | $17,499 | $19,050 |
| S10 - Hurricane 100-Year Wind Event | $794.0 | 100 | $19,818 | $25,986 |

### *10.3.4 Decrease in Insurability*

Over time, repeated extreme weather events will erode a community's insurability, as private market insurers will no longer be able to justify the risk exposure to their investors. With private market insurers leaving the state in the hands of Citizens Property Insurance Corporation, fewer insurers will mean that ratepayers will continue to pay more each year as the insurance market becomes more risk-adverse and less competitive. As with any pooled risk, individual costs will soar as people least able to pay leave the pool, accelerating a perverse cycle of increasing costs and decreasing insurability in the state of Florida.

### *10.3.5 Decline in Economic Activity*

In addition to the loss of building stock and inventory, each Hazus scenario estimates temporary residential relocation, loss of rental income, and loss of wages and salary, and the temporary shutdown of the Village economy. The SFRPC used the outputs generated by Hazus in REMI PI+ to estimate the direct and indirect costs of each scenario on Jobs, annual average GDP, and Personal Income, as well as demographic impacts to population and the number of school-aged children throughout Miami-Dade County for the year in which the event takes place.

Each scenario varies in overall impact as events reflect different characteristics of damage to property and to business activity. Generally, property impacts induce less economic damage than lost business activity as property impacts may only partially shut business down and because property damage induces recovery investment, stimulating the economy through construction expenditures. On the other hand, lost business activity has long-term effects on wages, commercial property income, and the overall productivity of the county economy. The results of each REMI PI+ scenario is provided in Table 18. For example, under Scenario S2, the capital loss (damages) sustained to the Village will reduce the annual average GDP for Miami County by $685.8 million and result in a decrease for Miami County of 7,112 jobs.

**Table 18. Estimated Economic Impacts by Flood Scenario**

| Scenario | Jobs | Annual Average GDP (2023 $Millions) | Personal Income(2023 $millions) | Population | School-Aged Children |
|---|---|---|---|---|---|
| S1 - 100-Year FEMA (Current) | -7,345 | -$669.1 (-0.3%) | -$698.9 | -1,959 | -335 |
| S2 - Category 3 Hurricane (Current) Storm Surge | -7,112 | -$647.5 (-0.3%) | -$685.8 | -1,896 | -324 |
| S3 - Category 3 Hurricane (2040, Int. High) Storm Surge | -7,859 | -$715.1 (-0.3%) | -$760.2 | -2,096 | -358 |
| S4 - Category 3 Hurricane (2060, Int. High) Storm Surge | -8,531 | -$776.2 (-0.4%) | -$827.6 | -2,275 | -389 |
| S5 - Category 3 Hurricane (2070, Int. High) Storm Surge | -8,787 | -$799.6 (-0.4%) | -$853.4 | -2,343 | -401 |
| S6 - High Tide (2060, Int. High) Flooding | -2,642 | -$238.7 (-0.1%) | -$262.9 | -705 | -121 |
| S7 - 10-Year Precipitation Storm Event (2024) | -1,754 | -$158.3 (-0.1%) | -$175.7 | -467 | -80 |
| S8 - 10-Year Precipitation Storm Event (2060, Int. High), Without Improvements | -1,980 | -$178.6 (-0.1%) | -$201.3 | -527 | -90 |
| S9 - 10-Year Precipitation Storm Event (2060, Int. High), With Improvements | -439 | -$40.4 (~-0%) | -$33.6 | -117 | -20 |
| S10 - Hurricane 100-Year Wind Event | -189 | -$14.6 (~-0%) | -$64.5 | -52 | -9 |

# 11.0 Prioritization

Following the critical asset analysis, a list of asset priorities was determined based on a combination of exposure, sensitivity, adaptive capacity, and physical criticality. The Adaptation Prioritization Exercise (APEx) tool, developed by Brizaga, was utilized for this exercise. APEx is a screening-level tool designed to guide capital improvements planning and asset management. A powerful function of APEx is that it allows for customized and flexible prioritization, meaning that specific hazards can have a more significant influence than others, or multiple hazards may be examined in aggregate at the user's discretion.

To conduct this analysis, three flood scenarios were selected as listed below based upon the Village's immediate flood threats and needs.

- Precipitation 2024
- Precipitation 2060 (with improvements)
- CAT 3 Storm Surge today

To conduct this prioritization, the asset's vulnerability was considered which is based upon its physical exposure and potential asset physical impacts, where available. In addition, the physical criticality of each asset type, or how critical the asset type is to maintain continuity of services or resumes operations immediately following a hazard event was considered. An exercise was conducted with the Focus Group to solicit feedback regarding criticality, which was incorporated into the asset prioritization. Refer to Table 19 for criticality values. Table 20 through Table 22 list the prioritized assets.

Criticality scoring is summarized below:

1. **Minimal Criticality**: The asset has little to no impact on the provision of basic needs. Its disruption would have minimal consequences on food, water, shelter, security, and life safety.
2. **Low Criticality**: The asset has a limited impact on basic needs. Its disruption might cause minor inconveniences or delays in the provision of food, water, shelter, security, and life safety, but these can be managed without significant consequences.
3. **Moderate Criticality**: The asset plays a moderate role in ensuring the provision of basic needs. Its disruption could cause noticeable challenges and delays in accessing food, water, shelter, security, and life safety, requiring some level of intervention to mitigate the impact.
4. **High Criticality**: The asset is crucial for maintaining basic needs. Its disruption would cause significant challenges and delays in accessing food, water, shelter, security, and life safety. Quick restoration of services is necessary to avoid severe consequences.
5. **Extreme Criticality**: The asset is vital for the immediate provision of basic needs. Its disruption would lead to severe and potentially life-threatening consequences for food, water, shelter, security, and life safety. Immediate and continuous operation is essential to prevent catastrophic outcomes.

**Table 19. Physical Criticality Scoring by Asset Type**

| Asset Type | Physical Criticality Score Assigned by Project Team | Physical Criticality Score Assigned by Focus Group |
|---|---|---|
| Airports | 1 | 2 |
| Bridges | 3 | 5 |
| Colleges and Universities | 1 | 1 |
| Community Centers | 4 | 2 |
| Conservation Lands | 1 | 2 |
| Electric Production and Supply Facilities | 5 | 4 |
| Emergency Medical Service Facilities | 5 | 5 |
| Fire Stations | 5 | 5 |
| Fuel Supply Facility | 4 | 4 |

| Asset Type | Physical Criticality Score Assigned by Project Team | Physical Criticality Score Assigned by Focus Group |
|---|---|---|
| Health Care Facilities (Care Centers) | 3 | 4 |
| Health Care Facilities (Pharmacies) | 4 | 4 |
| Historical and Cultural Assets | 1 | 2 |
| Law Enforcement Facilities | 5 | 5 |
| Local Government Facilities | 4 | 3 |
| Major Roadways | 3 | 5 |
| Parks | 1 | 2 |
| Schools | 1 | 3 |
| Shorelines | 1 | 2 |
| Solid and Hazardous Waste Facilities | 1 | 4 |
| Surface Waters | 1 | 2 |
| Wastewater Treatment Facilities and Lift Stations | 4 | 5 |

The Village is located on a barrier island on the Atlantic coast of Florida. Ground elevation in the community is low. Many of the assets within the community are located within the 100-year floodplain as defined by FEMA. These factors cause many assets to be considered vulnerable to all flood hazards included in this study. Some properties are already experiencing several days to weeks of tidal flooding annually.

Flooding related issues are compounded by relatively high groundwater. The proximity to tidal water bodies and geology of the barrier island means that the ground has a decreasing capacity to handle stormwater. As sea levels rise, so will the groundwater elevation, further decreasing the ability for the soil to absorb stormwater. Investments in systems that emphasize removing as much water as possible during flooding scenarios is key for the vitality of the Village.

**Table 20. Precipitation (10-Year, 24-Hour Event) 2024 Prioritized Assets and APEx Score**

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | CRANDON BOULEVARD | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | HARBOR DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | WEST MASHTA DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | CAPE FLORIDA DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | KNOLLWOOD DRIVE | 3 |
| ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | BELL SOUTH UTILITY BUILDING | 2.5 |
| FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE FIRE RESCUE DEPT. | 2.5 |
| LAW ENFORCEMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | 2.5 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | BAPTIST HEALTH URGENT CARE | 2.5 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | MARINER DRIVE | 2.25 |
| FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | MOBIL GAS STATION | 2 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | CVS PHARMACY | 2 |
| LOCAL GOVERNMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE VILLAGE HALL | 2 |
| COMMUNITY CENTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE COMMUNITY CENTER | 2 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY PHARMACY | 2 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ETHOS WELLNESS PHARMACY | 2 |
| FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | SHELL GAS STATION | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0095 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0130 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0134 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0135 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0138 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0146 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-1029A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-631A | 2 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-652A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-653A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-653B | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-858A | 2 |
| ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | CALUSA PARK ELECTRICAL SUBSTATION | 1.25 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | VILLAGE GREEN PARK | 1 |
| EMERGENCY MEDICAL SERVICE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE SURGERY CENTER | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | LAKE PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BEACH PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | PARADISE PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | HAMPTON PARK | 1 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | HARBOR PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | EAST ENID LINEAR PARK | 1 |
| SURFACE WATERS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | STORMWATER RETENTION POND | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0131 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0132 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0133 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0136 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0137 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-859A | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-905A | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-1252 | 1 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE YACHT CLUB INC. | 0.75 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | MASHTA DRIVE BRIDGE | 0.75 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | MARINER DRIVE BRIDGE | 0.75 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | KNOLLWOOD DRIVE BRIDGE | 0.75 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | CAPE FLORIDA DRIVE BRIDGE | 0.75 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ST. AGNES ACADEMY | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE K-8 CENTER | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | THE KEEBIS PRESCHOOL | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | MOTIVATING MINDS | 0.5 |
| SOLID AND HAZARDOUS WASTE FACILITIES | CRITICAL INFRASTRUCTURE | SQG WASTE FACILITY -143976 | 0.5 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE BRANCH LIBRARY | 0.5 |
| COLLEGES AND UNIVERSITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | THE PANKEY INSTITUTE | 0.25 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CALUSA PARK | 0.25 |
| CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CRANDON PARK | 0.25 |
| AIRPORTS | TRANSPORTATION AND EVACUATION ROUTES | RICHARD NIXON HELIPAD | 0.25 |
| CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BISCAYNE BAY AQUATIC PRESERVE | 0.25 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CAPE FLORIDA LIGHTHOUSE | 0.25 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BILL BAGGS CAPE FLORIDA STATE PARK | 0.25 |
| SHORELINES | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | EAST SHORELINES | 0.25 |

**Table 21. Precipitation (10-Year, 24 Hour Event) 2060 Prioritized Assets and APEx Score**

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | CRANDON BOULEVARD | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | HARBOR DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | WEST MASHTA DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | CAPE FLORIDA DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | KNOLLWOOD DRIVE | 3 |
| ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | BELL SOUTH UTILITY BUILDING | 3 |
| FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE FIRE RESCUE DEPT. | 2.5 |
| LAW ENFORCEMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | 2.5 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | BAPTIST HEALTH URGENT CARE | 2.5 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | MARINER DRIVE | 2.5 |
| FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | MOBIL GAS STATION | 2 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | CVS PHARMACY | 2 |
| LOCAL GOVERNMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE VILLAGE HALL | 2 |
| COMMUNITY CENTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE COMMUNITY CENTER | 2 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY PHARMACY | 2 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ETHOS WELLNESS PHARMACY | 2 |
| FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | SHELL GAS STATION | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0095 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0130 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0134 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0135 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0138 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0146 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-1029A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-631A | 2 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-652A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-653A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-653B | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-858A | 2 |
| ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | CALUSA PARK ELECTRICAL SUBSTATION | 1.25 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | VILLAGE GREEN PARK | 1 |
| EMERGENCY MEDICAL SERVICE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE SURGERY CENTER | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | LAKE PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BEACH PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | PARADISE PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | HAMPTON PARK | 1 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | HARBOR PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | EAST ENID LINEAR PARK | 1 |
| SURFACE WATERS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | STORMWATER RETENTION POND | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0131 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0132 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0133 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0136 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0137 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-859A | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-905A | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-1252 | 1 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE YACHT CLUB INC. | 1 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | MASHTA DRIVE BRIDGE | 0.75 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | MARINER DRIVE BRIDGE | 0.75 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | KNOLLWOOD DRIVE BRIDGE | 0.75 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | CAPE FLORIDA DRIVE BRIDGE | 0.75 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ST. AGNES ACADEMY | 0.75 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE K-8 CENTER | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | THE KEEBIS PRESCHOOL | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | MOTIVATING MINDS | 0.5 |
| SOLID AND HAZARDOUS WASTE FACILITIES | CRITICAL INFRASTRUCTURE | SQG WASTE FACILITY -143976 | 0.5 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE BRANCH LIBRARY | 0.5 |
| COLLEGES AND UNIVERSITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | THE PANKEY INSTITUTE | 0.25 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CALUSA PARK | 0.25 |
| CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CRANDON PARK | 0.25 |
| AIRPORTS | TRANSPORTATION AND EVACUATION ROUTES | RICHARD NIXON HELIPAD | 0.25 |
| CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BISCAYNE BAY AQUATIC PRESERVE | 0.25 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CAPE FLORIDA LIGHTHOUSE | 0.25 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BILL BAGGS CAPE FLORIDA STATE PARK | 0.25 |
| SHORELINES | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | EAST SHORELINES | 0.25 |

**Table 22. Category 3 Storm Surge 2024 Prioritized Assets and APEx Score**

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | BELL SOUTH UTILITY BUILDING | 5 |
| LAW ENFORCEMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | 5 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | BAPTIST HEALTH URGENT CARE | 5 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | CVS PHARMACY | 4 |
| LOCAL GOVERNMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE VILLAGE HALL | 4 |
| COMMUNITY CENTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE COMMUNITY CENTER | 4 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY PHARMACY | 4 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | MASHTA DRIVE BRIDGE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | CRANDON BOULEVARD | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | HARBOR DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | WEST MASHTA DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | CAPE FLORIDA DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | KNOLLWOOD DRIVE | 3 |
| MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | MARINER DRIVE | 3 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | MARINER DRIVE BRIDGE | 3 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | KNOLLWOOD DRIVE BRIDGE | 3 |
| BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | CAPE FLORIDA DRIVE BRIDGE | 3 |
| FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE FIRE RESCUE DEPT. | 2.5 |
| FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | MOBIL GAS STATION | 2 |
| HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ETHOS WELLNESS PHARMACY | 2 |
| FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | SHELL GAS STATION | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0095 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0130 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0134 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0135 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0138 | 2 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0146 | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-1029A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-631A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-652A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-653A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-653B | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-858A | 2 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-859A | 2 |
| ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | CALUSA PARK ELECTRICAL SUBSTATION | 1.25 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | 1 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ST. AGNES ACADEMY | 1 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | 1 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | 1 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | THE KEEBIS PRESCHOOL | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | VILLAGE GREEN PARK | 1 |
| EMERGENCY MEDICAL SERVICE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE SURGERY CENTER | 1 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE YACHT CLUB INC. | 1 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | KEY BISCAYNE BRANCH LIBRARY | 1 |
| AIRPORTS | TRANSPORTATION AND EVACUATION ROUTES | RICHARD NIXON HELIPAD | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | LAKE PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BEACH PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | PARADISE PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | HAMPTON PARK | 1 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | HARBOR PARK | 1 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | EAST ENID LINEAR PARK | 1 |
| SURFACE WATERS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | STORMWATER RETENTION POND | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0131 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0132 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0133 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0136 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-0137 | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-905A | 1 |
| WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | PS-1252 | 1 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE K-8 CENTER | 0.5 |
| SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | MOTIVATING MINDS | 0.5 |

| Critical Asset Type | Critical Asset Class | Asset Name | Total Score |
|---|---|---|---|
| SOLID AND HAZARDOUS WASTE FACILITIES | CRITICAL INFRASTRUCTURE | SQG WASTE FACILITY -143976 | 0.5 |
| COLLEGES AND UNIVERSITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | THE PANKEY INSTITUTE | 0.5 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CALUSA PARK | 0.25 |
| CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CRANDON PARK | 0.25 |
| CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BISCAYNE BAY AQUATIC PRESERVE | 0.25 |
| HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | CAPE FLORIDA LIGHTHOUSE | 0.25 |
| PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | BILL BAGGS CAPE FLORIDA STATE PARK | 0.25 |
| SHORELINES | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | EAST SHORELINES | 0.25 |

# 12.0 Focus Areas

The Village is only about one square mile and home to about 15,000 residents. It is one of the densest communities in Florida. As such, the entire Village including all properties, neighborhoods, assets, and parcels are connected, dependent on each other, and important to protect. The focus areas identified in this section will not be the only areas or necessarily the first areas the Village will invest in or put resources towards. The most important assets of the Village are those that most residents use and depend on when recovering from a natural disaster impact. All communal critical assets the Village depends on for recovery are within these focus areas. This is the main defining feature of a focus area.

After the critical assets were prioritized, groupings of highly critical and vulnerable assets that most residents us and depend upon were identified. These groupings are presented below as focus areas.

## 12.1 Harbor Drive

The Village has undertaken a comprehensive initiative to address its vulnerability to flooding through a strategic stormwater system overhaul. This ambitious project aims to mitigate future flooding risks across the village, recognizing the critical need to protect residential areas and key infrastructure. To facilitate a targeted approach, the village has been segmented into distinct zones. Zones 1 to 3 contain a significant portion of single-family homes, essential public space, parks, and the local K-8 Center School. Zones 1 to 3 are located between Harbor Drive and Crandon Boulevard.

From an asset management perspective, prioritizing the stormwater system overhaul in Zones 1 to 3 is imperative since this area experiences significant flooding even during smaller weather events such as the 10-year storm event. Frequent damage to residential properties represents substantial financial impacts to homeowners and the Village's property tax base. Protecting these homes from recurrent flooding safeguards the property values of these homes. Moreover, the presence of the K-8 Center School underscores the importance of maintaining a safe and accessible environment for education, supporting the community's commitment to its younger population. As it stands, the K-8 Center School is vulnerable to most flooding-based hazards.

Additionally, Harbor Drive emerges as a critical infrastructure asset that warrants special attention in the Vulnerability Assessment. As a vital thoroughfare connecting the Village's western and eastern parts, Harbor Drive serves as a primary evacuation route during emergencies and an essential access route for emergency services. Ensuring the uninterrupted functionality of Harbor Drive is paramount to the village's emergency preparedness and response capabilities, particularly in times of heightened flood risk where swift access and evacuation routes are crucial for public safety. Unfortunately, the low elevation of Harbor Drive makes it an already very vulnerable asset, experiencing flooding in every flooding-based hazard analyzed. Tidal flooding is a particular concern facing this road more so than others due to its proximity to the ocean.

The strategic focus on Zones 1 to 3 aligns with the Village's broader goals of enhancing resilience and sustainability by targeting areas that are more susceptible to frequent flooding and associated damage. This proactive approach not only protects current investments but also fosters a resilient community capable of adapting to evolving climate conditions.

Table 23 lists critical assets located in the Harbor Drive focus area.

**Table 23. Critical Assets Located in the Harbor Drive Focus Area (Zones 1 to 3)**

| Critical Asset | Critical Asset Type |
|---|---|
| KEY BISCAYNE K-8 CENTER SCHOOL | SCHOOLS |

| Critical Asset | Critical Asset Type |
|---|---|
| KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | SCHOOLS |
| ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | SCHOOLS |
| MOBIL GAS STATION | FUEL SUPPLY FACILITY |
| Harbor Drive | MAJOR ROADWAYS |
| WEST MASHTA DRIVE | MAJOR ROADWAYS |
| HAMPTON PARK | PARKS |
| HARBOR PARK | PARKS |
| SHELL GAS STATION | FUEL SUPPLY FACILITY |

## 12.2 Crandon Boulevard/Rickenbacker Causeway

Crandon Boulevard/Rickenbacker Causeway is the central artery and evacuation route connecting the Village to the mainland of Florida, playing a pivotal role in the community's emergency preparedness strategy. This critical transportation route is the main thoroughfare for condo access serving as the only access point to an estimated 14,414 residents[21]. As the sole ingress and egress route for residents, businesses, and visitors alike, its uninterrupted functionality is critical for ensuring effective evacuation during emergencies and facilitating essential emergency response operations. The corridor's significance extends beyond daily commuting; it is integral to the economic vitality of the Village, supporting local businesses, tourism, and everyday mobility. Currently, portions of Crandon Boulevard/Rickenbacker Causeway are exposed to every flood hazard analyzed. Portions of Crandon Boulevard outside of the Village flood regularly.

The portion of the Crandon Boulevard/Rickenbacker Causeway corridor the Village has purview over is the section of Crandon Blvd from the north entrance of the Village to the southern end to the entrance of Bill Baggs State Park. Crandon Boulevard is also the only entrance to Bill Baggs State Park at the southern end of the Island of Key Biscayne. It shares its northern boundary with the southern boundary of the Village. The park is home to the historic Cape Florida Lighthouse and is one of the most well visited State parks in Florida.

Prioritizing the mitigation of flooding risks along Crandon Boulevard within and outside of the Village is paramount due to its strategic importance and vulnerability to natural hazards. Flooding events not only disrupt daily life and economic activities but also pose significant risks during emergency situations. Ensuring Crandon Boulevard remains operational and accessible under all conditions is essential for maintaining the village's resilience and ability to respond swiftly to crises. Investments in flood mitigation infrastructure along this critical corridor are therefore crucial for protecting public safety, minimizing property damage, and preserving the boulevard's role as a lifeline during times of need.

Crandon Boulevard/Rickenbacker Causeway has many stakeholders and owners including Miami-Dade County, Florida Department of Transportation, the City of Miami, Virginia Key Historic Beach Trust, and private property owners. Crandon Boulevard/Rickenbacker Causeway can be impacted by construction work and/or closures on roads and bridges along this corridor. Recently, the Florida Department of Transportation carried out a project which caused the bridge leading to the mainland to be closed. This work caused a significant traffic delay preventing residence, business owners, and supplies from leaving or entering the Village. Since this road is a critical lifeline for the Village, ensuring safe and timely passage of vehicles is paramount to the safety of all the Village residents.

[21] US Census Quick Facts. 2023. QuickFacts Village of Key Biscayne, Florida. Accessed: US Census Bureau QuickFacts: Key Biscayne village, Florida.

Moreover, the resilience of Crandon Boulevard/Rickenbacker Causeway directly impacts the overall community's resilience to climate impacts and future development. As climate variability increases the frequency and intensity of extreme weather events, such as storms and sea level rise, the vulnerability of coastal infrastructure like Crandon Boulevard/Rickenbacker Causeway becomes more pronounced. By proactively addressing flood risks through infrastructure improvements, the Village not only enhances its capacity to withstand environmental threats but also demonstrates responsible asset stewardship. This strategic approach supports sustainable development goals, ensuring that Key Biscayne remains a resilient and vibrant community for current and future generations.

Table 24 lists the critical assets located in the Crandon Boulevard focus area.

**Table 24. Critical Assets Located in the Crandon Boulevard Focus Area**

| Critical Asset | Critical Asset Type |
|---|---|
| CRANDON BOULEVARD/RICKENBACKER CAUSEWAY | MAJOR ROADWAYS |

## 12.3 Village Center

The Village Center, located on Crandon Boulevard, serves as the main location for government service buildings and retail centers for the Village. This focus area is an operational hub housing critical facilities such as Village Hall, Police Headquarters, the Fire Station, and the Community Center. These facilities are not only essential for day-to-day administrative functions but also serve as the command center for all Village emergency operations.

In the event of a hazard, whether it be flooding or another emergency, any threat to these assets could severely disrupt the Village's ability to govern effectively and respond promptly to crises. Located centrally, the Village Center is pivotal for ensuring public safety, community engagement, information dissemination and the delivery of essential services to residents. The Village Hall and Police Headquarters are in the same building, further centralizing Village staff and services. All the critical assets in the Village Center are exposed to all flood hazards evaluated except for HTF (before 2040). All the assets are safe from the 10-year, 24-hour storm except for the fire rescue department building emphasizing the need for robust stormwater infrastructure improvements and floodproofing if possible. The Fire Station needs to be protected from flood damage and ensure accessible roadways to guarantee residents' safety during emergencies.

From an asset management perspective, safeguarding the Village Center against flooding is paramount because of its integral role in maintaining the Village's operational continuity and resilience. Protecting these facilities from potential damage ensures that administrative functions can proceed uninterrupted, even under adverse conditions. Protecting the Village Center from impact is crucial not only for governmental operations but also for the coordination of emergency response efforts, ensuring that critical services and support remain accessible to residents during emergencies.

Moreover, the concentration of governmental and emergency functions within the Village Center underscores its strategic importance in Key Biscayne's overall disaster preparedness strategy. By investing in flood mitigation strategies and resilience measures for these key facilities, the Village enhances its ability to withstand environmental challenges and reinforces its commitment to ensuring the safety and well-being of its community members. This proactive approach not only strengthens the Village's infrastructure resilience but also fosters a more resilient community capable of adapting to and recovering from potential hazards, thereby supporting sustainable development and long-term prosperity.

Table 25 lists the critical assets located in the Crandon Boulevard focus area.

**Table 25. Critical Assets in the Village Center Focus Area**

| Critical Asset | Critical Asset Type |
|---|---|
| KEY BISCAYNE FIRE RESCUE DEPARTMENT | FIRE STATIONS |
| KEY BISCAYNE POLICE DEPARTMENT HEADQUARTERS | LAW ENFORCEMENT FACILITIES |
| KEY BISCAYNE VILLAGE HALL | LOCAL GOVERNMENT FACILITIES |
| KEY BISCAYNE COMMUNITY CENTER | COMMUNITY CENTERS |

## 12.4 Utilities-Wastewater and Electric

The pump stations and wastewater treatment plant constitute the essential components of Key Biscayne's wastewater management infrastructure, crucial for safeguarding public health and environmental integrity. Even though the Central District Wastewater Treatment Plan (CDWWTP) is not owned and operated by the Village, this treatment plant located on Virginia Key is critical in the overall management of the Villages wastewater. These facilities face significant risks during environmental hazards such as flooding, which can disrupt wastewater services and potentially lead to environmental contamination. Protecting these assets from flooding is vital to ensure uninterrupted wastewater treatment and prevent risks like backflow or leaks that could contaminate local waterways and groundwater.

From an asset management perspective, prioritizing flood resilience in pump stations and the wastewater treatment plant is critical to maintaining operational continuity and minimizing environmental impacts. Implementing robust flood mitigation measures, such as elevated equipment placement and enhanced drainage systems, helps mitigate risks and reduces the likelihood of service disruptions. By investing in these protective measures, the Village not only strengthens its infrastructure resilience but also enhances public health protection and environmental stewardship.

Currently, there are 20 pump stations within the Village that are mostly spread out with some clusters in the eastern portion of the Village. Most are at risk from many of the more extreme hazards facing the Village both currently and projected into the future. Looking at a more common hazard, in the 10-year, 24-hour storm in 2060 assuming stormwater improvements have not been constructed (Scenario S8), 10 of the 20 lift stations would currently experience flooding. In this same 10-year, 24-hour storm in 2060 (with the NOAA Int. High projection) assuming the planned stormwater system improvements have been constructed (Scenario S9), only 4 of the 20 lift stations experience any flooding. This is an over 50% reduction of risk to the Villages pump station network after the planned stormwater improvements have been constructed for a more common hazard such as the 10-year, 24-hour storm.

The wastewater treatment plant also needs a significant amount of attention. The Virginia Key CDWWTP, is the sole wastewater treatment center servicing the Village. The CDWWTP is also very exposed on the northern tip of Virginia Key. Damage to this plant has the potential to disrupt service to the Village and cause significant water contamination. Released wastewater will cause water quality issues felt throughout the entire region, but acutely in the Village. The beaches may be unsafe for visitation, posing a serious threat to tourism and resident safety. While tourism is already a strong economic loss consideration, property values may also lose value because of this potential localized event. Damage to this facility could cause major economic loss for the Village.

In addition to wastewater utilities, electrical utilities have also been identified as part of this Focus area. The Village receives electrical services by way of the Calusa Park Electrical Substation on the north side of the Village. This substation is outside of the Village boundaries and is not owned by the Village but is a critical infrastructure component that the whole Village relies on. The substation, as well as the feeders

and overhead lines distributing power across the Village, are susceptible to damage and disruption in electrical service, cutting off access to critical services and creating health risks (e.g., extreme heat).

Addressing vulnerabilities in these critical assets not only mitigates potential environmental and health hazards but also reduces financial risks associated with infrastructure damage and regulatory compliance. This proactive approach supports sustainable development goals by ensuring reliable wastewater services and reinforcing the Village's capacity to withstand and recover from natural disasters, thereby fostering a safer and more resilient community for residents and future generations.

Table 256 lists the critical assets in the wastewater treatment plant and lift station focus area.

**Table 26. Critical Assets in the Utility Focus Area**

| Critical Asset | Critical Asset Type |
|---|---|
| WASTEWATER TREATMENT PLANT | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0095 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0130 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0131 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0132 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0133 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0134 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0135 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0136 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0137 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0138 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-0146 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-1029A | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-1252 | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-631A | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-652A | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-653A | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-653B | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-858A | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-859A | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| PS-905A | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS |
| CALUSA PARK ELECTRICAL SUBSTATION | ELECTRIC PRODUCTION AND SUPPLY FACILITIES |

## 12.5 Shoreline

The Village shoreline serves as a vital asset for the community, fulfilling multiple essential roles. First and foremost, the shoreline acts as a natural buffer, shielding the Village from the impacts of natural hazards such as storm surges and high tide flooding. The Village shoreline primarily protects the multi-family condominiums of the Village, east of Crandon Blvd. These condominiums make up the majority of housing units in the Village and most of the population on Key Biscayne. The shoreline is their property's first line of defense against storm surge. Secondly, the shoreline is a destination for tourism, attracting visitors who are drawn to the area's natural beauty and recreational opportunities. This influx of tourists not only supports the local economy but also contributes to the Village's cultural and social fabric, making the shorelines a cornerstone of its identity. Given its critical role in protecting the Village from coastal hazards, the maintenance and ongoing study of the shoreline is paramount to ensure its resilience and effectiveness.

Because of its exposure and sensitivity to natural elements, the Village shoreline requires meticulous management strategies. The location on the oceanfront makes the shoreline inherently vulnerable to erosion, sea level rise, and extreme weather events. Therefore, beyond traditional beach nourishment efforts, comprehensive management approaches are necessary to safeguard both the structural integrity and aesthetic appeal of this coastal resource. This involves not only monitoring changes in shoreline dynamics but also developing adaptive strategies that can address evolving challenges posed by environmental challenges and environmental variability.

Preserving the natural beauty and functionality of the Village's shoreline demands proactive and integrated management practices. Beyond its economic and protective roles, the coastal area is integral to the Village's environmental health and recreational enjoyment. Effective management strategies must go beyond short-term fixes, aiming instead for sustainable solutions that balance the needs of residents, visitors, and the natural environment alike. By investing in robust management practices and innovative solutions, the Village can ensure that its shoreline continues to thrive as a resilient and cherished asset for generations to come.

Table 27 lists the critical assets in the shoreline focus area.

**Table 27. Critical Assets in the Shoreline Focus Area**

| Critical Asset | Critical Asset Type |
|---|---|
| VILLAGE SHORELINE | SHORELINES |

# 13.0 Limitations

## 13.1 Vulnerability Assessment Approach

Exposure assessments, loss estimation modeling, and hazard-specific vulnerability evaluations rely on the best available data and methodologies. Uncertainties are inherent in any loss estimation methodology and arise in part from incomplete scientific knowledge concerning natural hazards and their effects on the built environment. Uncertainties also result from the following:

- Approximations and simplifications necessary to conduct a study.
- Incomplete building, structure, and/or economic parameter data.
- The unique nature, geographic extent, and severity of each hazard.

- Mitigation measures already employed.
- The amount of advance notice residents have to prepare for a specific hazard event.
- The uncertain spatial accuracy of the flood inundation area data.

These factors can affect loss estimates by a factor of two or more. Therefore, potential exposure and loss estimates are approximate and should be used only to understand relative risk. Over the long term, the planning partners will collect additional data to assist in estimating potential losses associated with other hazards.

The adaptive capacity assessment is based upon Village and asset-owner professional judgment and subject matter input available at the time of this study. The limitations of this qualitative assessment are recognized until additional information for all assets is available.

## 13.2 Economic Assessment Approach

The FEMA Hazus modeling includes simplifying assumptions based upon national data. It should be recognized that uncertainties are inherent in any estimation methodology, even with state-of-the-art techniques. Buildings and components of systems are grouped into categories based on key characteristics. The relationships between measures of hazard severity and average degree of damage with associated losses for each building category are based on current national data and available theories.

REMI PI+ is a sophisticated model with the capabilities of modeling a wide range of hypothetical scenarios across hundreds of policy variables. However, the model has limitations. Broadly speaking, these can be summarized as follows:

- Shorter forecast horizons than are often required in long-range climate related planning activities.
- Smallest geographic unit of analysis is the county—while local impacts can be input into a county-based framework, the Village is a very small entity relative to a very large county. Consequently, large impacts to the Village may be small to the county, and REMI only reports county level impacts.
- The REMI model is based on general equilibrium principles, where economic shocks gradually fade until equilibrium is re-established. Climate change brings with it long-term impacts that will mean wide-ranging economic changes that will eventually produce a very different equilibrium than we have today. Economic impacts will therefore be different in ways that cannot be easily modeled.

# Appendix A. Critical Assets

**Table A-1** lists all critical assets identified by the Village, their asset classification, and their first-floor elevation. **Figure A-1** illustrates the critical asset type by location in the Village.

**Table A-1. Village of Key Biscayne Critical Assets**

| Asset ID | Entity Type | Asset Name | Address | Asset Type | Asset Class | Secondary Asset Type | Secondary Asset Class | Asset Owner | Asset Operator | First-Floor Elevation (feet) | Asset Size/ Capacity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CA_24 | PRIVATE | BAPTIST HEALTH URGENT CARE | 240 CRANDON BOULEVARD, SUITE 110 | HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | 240 CRANDON INVESTMENTS LLC | 240 CRANDON INVESTMENTS LLC | 7.4 | N/A |
| CA_38 | LOCAL GOV. | BEACH PARK | 695 OCEAN DRIVE | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_13 | PRIVATE | BELL SOUTH UTILITY BUILDING | 89 WESTWOOD DRIVE | ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | N/A | N/A | SOUTHERN BELL TEL & TEL CO TAX ADM OFFICE | SOUTHERN BELL TEL & TEL CO TAX ADM OFFICE | 3.8 | N/A |
| CA_36 | STATE | BILL BAGGS CAPE FLORIDA STATE PARK | 1200 CRANDON BOULEVARD | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | STATE OF FLORIDA | | N/A | N/A |
| CA_26 | STATE | BISCAYNE BAY AQUATIC PRESERVE | N/A | CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | STATE OF FLORIDA | STATE OF FLORIDA | N/A | N/A |
| CA_17 | COUNTY | CALUSA PARK | 6702 CRANDON BOULEVARD | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | MIAMI-DADE COUNTY PARKS AND RECREATION | MIAMI-DADE COUNTY PARKS AND RECREATION | N/A | N/A |
| CA_46 | LOCAL GOV. | CALUSA PARK ELECTRICAL SUBSTATION | 6702 CRANDON BOULEVARD | ELECTRIC PRODUCTION AND SUPPLY FACILITIES | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE COUNTY PARKS AND RECREATION | FLORIDA POWER & LIGHT | N/A | N/A |
| CA_33 | LOCAL GOV. | CAPE FLORIDA DRIVE | N/A | MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_69 | LOCAL GOV. | CAPE FLORIDA DRIVE BRIDGE | N/A | BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_29 | STATE | CAPE FLORIDA LIGHTHOUSE | 1200 CRANDON BOULEVARD | HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | STATE OF FLORIDA | STATE OF FLORIDA | N/A | N/A |
| CA_30 | COUNTY | CRANDON BOULEVARD | N/A | MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | MIAMI-DADE COUNTY REAL ESTATE MANAGEMENT | MIAMI-DADE COUNTY REAL ESTATE MANAGEMENT | N/A | N/A |
| CA_23 | COUNTY | CRANDON PARK | 4000-7300 CRANDON BOULEVARD | CONSERVATION LANDS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | MIAMI-DADE COUNTY PARKS AND RECREATION | MIAMI-DADE COUNTY PARKS AND RECREATION | N/A | N/A |
| CA_10 | PRIVATE | CVS PHARMACY | 726 CRANDON BOULEVARD | HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | CSM KEY BISCAYNE EQUITIES LLC<br>% RABINA REALTY | CVS PHARMACY | 4.8 | N/A |
| CA_42 | LOCAL GOV. | EAST ENID LINEAR PARK | 695 OCEAN DRIVE | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_43 | STATE | EAST SHORELINES | N/A | SHORELINES | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | STATE OF FLORIDA | STATE OF FLORIDA | N/A | N/A |

| Asset ID | Entity Type | Asset Name | Address | Asset Type | Asset Class | Secondary Asset Type | Secondary Asset Class | Asset Owner | Asset Operator | First-Floor Elevation (feet) | Asset Size/ Capacity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CA_28 | PRIVATE | ETHOS WELLNESS PHARMACY | 260 CRANDON BOULEVARD, C33 | HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | KITE HOLDINGS LLC C/O M ORTIZ PA | ETHOS WELLNESS PHARMACY | 7.45 | N/A |
| CA_40 | LOCAL GOV. | HAMPTON PARK | N/A | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_31 | COUNTY | HARBOR DRIVE | N/A | MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_41 | LOCAL GOV. | HARBOR PARK | 571 -599 HARBOR DRIVE | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_18 | COUNTY | KEY BISCAYNE BRANCH LIBRARY | 299 CRANDON BLVD | HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | MIAMI-DADE COUNTY LIBRARY DEPARTMENT | MIAMI-DADE COUNTY LIBRARY DEPARTMENT | 7.22 | N/A |
| CA_22 | LOCAL GOV. | KEY BISCAYNE COMMUNITY CENTER | 10 VILLAGE GREEN WAY | COMMUNITY CENTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | DISASTER RECOVERY CENTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | 4.8 | N/A |
| CA_4 | PRIVATE | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | 355 GLENRIDGE RD | SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | KEY BISCAYNE COMM CHURCH | KEY BISCAYNE COMM CHURCH | 4.9 | N/A |
| CA_15 | LOCAL GOV. | KEY BISCAYNE FIRE RESCUE DEPT. | 560 CRANDON BOULEVARD | FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | EMERGENCY OPERATION CENTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | 9.14 | N/A |
| CA_3 | COUNTY | KEY BISCAYNE K-8 CENTER | 601 RIDGEWOOD RD | SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | SCHOOL BOARD OF MIAMI-DADE COUNTY | SCHOOL BOARD OF MIAMI-DADE COUNTY | 9.5 | N/A |
| CA_19 | LOCAL GOV. | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | 88 W MCINTYRE ST | LAW ENFORCEMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | 7.07 | N/A |
| CA_1 | PRIVATE | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | 160 HARBOR DRIVE | HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | KEY BISCAYNE PRESBYTERIAN CHURCH | KEY BISCAYNE PRESBYTERIAN CHURCH | 7.05 | N/A |
| CA_14 | PRIVATE | KEY BISCAYNE SURGERY CENTER | 580 CRANDON BOULEVARD | EMERGENCY MEDICAL SERVICE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | PARKINK LLC | KEY BISCAYNE SURGERY CENTER, LLC | 7.27 | N/A |
| CA_20 | LOCAL GOV. | KEY BISCAYNE VILLAGE HALL | 88 W MCINTYRE ST | LOCAL GOVERNMENT FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | 7.07 | N/A |

| Asset ID | Entity Type | Asset Name | Address | Asset Type | Asset Class | Secondary Asset Type | Secondary Asset Class | Asset Owner | Asset Operator | First-Floor Elevation (feet) | Asset Size/ Capacity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CA_16 | PRIVATE | KEY BISCAYNE YACHT CLUB INC. | 180 HARBOR DRIVE | HISTORICAL AND CULTURAL ASSETS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | MARINAS | TRANSPORTATIONS AND EVACUATION ROUTES | KEY BISCAYNE YACHT CLUB INC | KEY BISCAYNE YACHT CLUB INC | 12.52 | N/A |
| CA_27 | PRIVATE | KEY PHARMACY | 614 CRANDON BOULEVARD | HEALTH CARE FACILITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | BALBEK LLC | KEY PHARMACY | 4.37 | N/A |
| CA_34 | LOCAL GOV. | KNOLLWOOD DRIVE | N/A | MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_68 | LOCAL GOV. | KNOLLWOOD DRIVE BRIDGE | N/A | BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_37 | LOCAL GOV. | LAKE PARK | 695 OCEAN DRIVE | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_35 | LOCAL GOV. | MARINER DRIVE | N/A | MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_67 | LOCAL GOV. | MARINER DRIVE BRIDGE | N/A | BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_21 | LOCAL GOV. | MASHTA DRIVE BRIDGE | N/A | BRIDGES | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_8 | PRIVATE | MOBIL GAS STATION | 38 CRANDON BOULEVARD | FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | N/A | N/A | 38 CRANDON MOBIL LLC | EXXON MOBIL | 3.6 | N/A |
| CA_7 | PRIVATE | MOTIVATING MINDS | 520 CRANDON BOULEVARD | SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | PARADISE MALL LLC | MOTIVATING MINDS MM LLC | 10.02 | N/A |
| CA_39 | LOCAL GOV. | PARADISE PARK | 530 CRANDON BOULEVARD | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_6 | PRIVATE | THE KEEBIS PRESCHOOL | 660 CRANDON BOULEVARD, #110-160 | SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | LAND TRUST SERVICE CORP TRS LAND TRUST 660 | THE KEEBIS PRESCHOOL | N/A | N/A |
| CA_47 | LOCAL GOV. | PS-0095 | 455 CRANDON BOULEVARD | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_48 | LOCAL GOV. | PS-0130 | 164 KEY BISCAYNE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |

| Asset ID | Entity Type | Asset Name | Address | Asset Type | Asset Class | Secondary Asset Type | Secondary Asset Class | Asset Owner | Asset Operator | First-Floor Elevation (feet) | Asset Size/ Capacity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CA_49 | LOCAL GOV. | PS-0131 | 450 ALLENDALE RD | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_50 | LOCAL GOV. | PS-0132 | 30 HARBOR DRIVE / CRANDON BOULEVARD | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_51 | LOCAL GOV. | PS-0133 | 1 OCEAN LANE DRIVE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_52 | LOCAL GOV. | PS-0134 | 340 OCEAN DRIVE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_53 | LOCAL GOV. | PS-0135 | 238 KEY ISLANDER | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_54 | LOCAL GOV. | PS-0136 | 265 ISLAND DRIVE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_55 | LOCAL GOV. | PS-0137 | 480 W MASHTA DRIVE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_56 | LOCAL GOV. | PS-0138 | 1111 CRANDON BOULEVARD | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_57 | LOCAL GOV. | PS-0146 | 201 EAST WOOD DRIVE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_58 | LOCAL GOV. | PS-1029A | 301 OCEAN DRIVE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |

| Asset ID | Entity Type | Asset Name | Address | Asset Type | Asset Class | Secondary Asset Type | Secondary Asset Class | Asset Owner | Asset Operator | First-Floor Elevation (feet) | Asset Size/ Capacity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CA_66 | LOCAL GOV. | PS-1252 | W. ENID DRIVE & HAMPTON LN. KEY BISCAYNE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_59 | LOCAL GOV. | PS-631A | 350 OCEAN DRIVE, KEY BISCAYNE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_60 | LOCAL GOV. | PS-652A | 150 W. MCINTYRE ST. KEY BISCAYNE (REMOVED) | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_61 | LOCAL GOV. | PS-653A | 235 CRANDON BOULEVARD/KEY COLONY ASSN. | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_62 | LOCAL GOV. | PS-653B | 235 CRANDON BOULEVARD/KEY COLONY ASSN. | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_63 | LOCAL GOV. | PS-858A | 400 CRANDON BOULEVARD | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_64 | LOCAL GOV. | PS-859A | 1 CRANDON BOULEVARD/PANKEY DENTAL INST. | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_65 | LOCAL GOV. | PS-905A | 455 GRAND BAY DRIVE | WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS | CRITICAL INFRASTRUCTURE | N/A | N/A | MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI-DADE WATER AND SEWER DEPARTMENT | N/A | N/A |
| CA_25 | PRIVATE | RICHARD NIXON HELIPAD | 485 W MATHESON DRIVE | AIRPORTS | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | | | N/A | N/A |
| CA_2 | PRIVATE | ST. AGNES ACADEMY | 122 HARBOR DRIVE | SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | EDW A MCCARTHY-ARCHBISHOP | ST. AGNES ACADEMY | 8.25 | N/A |
| CA_44 | PRIVATE | SHELL GAS STATION | 70 CRANDON BOULEVARD | FUEL SUPPLY FACILITY | CRITICAL INFRASTRUCTURE | N/A | N/A | KEY BISCAYNE OIL INC | SHELL OIL | 6.52 | N/A |

| Asset ID | Entity Type | Asset Name | Address | Asset Type | Asset Class | Secondary Asset Type | Secondary Asset Class | Asset Owner | Asset Operator | First-Floor Elevation (feet) | Asset Size/ Capacity |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CA_9 | PRIVATE | SQG WASTE FACILITY - 143976 | 180 CRANDON BOULEVARD | SOLID AND HAZARDOUS WASTE FACILITIES | CRITICAL INFRASTRUCTURE | N/A | N/A | R3S2K3 LLC | | 8.4 | N/A |
| CA_5 | PRIVATE | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | 95 HARBOR DRIVE | SCHOOLS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | N/A | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL CHURCH INC | ST. CHRISTOPHERS BY THE SEA EPISCOPAL CHURCH | 6.1 | N/A |
| CA_45 | PRIVATE | STORMWATER RETENTION POND | N/A | SURFACE WATERS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | OCEAN CLUB COMMUNITY ASSOCIATION, INC | OCEAN CLUB COMMUNITY ASSOCIATION, INC | N/A | N/A |
| CA_12 | PRIVATE | THE PANKEY INSTITUTE | 1 CRANDON BOULEVARD | COLLEGES AND UNIVERSITIES | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | SOLID AND HAZARDOUS WASTE FACILITIES | CRITICAL INFRASTRUCTURE | L.D. PANKEY DENTAL FOUNDATION INC | L.D. PANKEY DENTAL FOUNDATION INC | 9.66 | N/A |
| CA_11 | LOCAL GOV. | VILLAGE GREEN PARK | 390 CRANDON BOULEVARD | PARKS | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |
| CA_32 | COUNTY | WEST MASHTA DRIVE | N/A | MAJOR ROADWAYS | TRANSPORTATION AND EVACUATION ROUTES | N/A | N/A | VILLAGE OF KEY BISCAYNE | VILLAGE OF KEY BISCAYNE | N/A | N/A |

N

0 0.1 0.2 0.4
Miles

# Village of Key Biscayne

# Critical Assets

## Asset Type

- BRIDGES
- COLLEGES AND UNIVERSITIES
- COMMUNITY CENTERS
- CONSERVATION LANDS
- LOCAL GOVERNMENT FACILITIES
- LAW ENFORCEMENT FACILITIES
- WASTEWATER TREATMENT FACILITIES AND LIFT STATIONS
- ELECTRIC PRODUCTION AND SUPPLY FACILITIES
- HEALTH CARE FACILITIES (CARE CENTERS)
- HEALTH CARE FACILITIES (PHARMACIES)
- HISTORICAL AND CULTURAL ASSETS
- FUEL SUPPLY FACILITY
- SOLID AND HAZARDOUS WASTE FACILITIES
- SCHOOLS
- SHORELINES
- FIRE STATIONS
- SURFACE WATERS
- MAJOR ROADWAYS
- PARKS

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

# Appendix B. Exposure Data

An exposure analysis was conducted to determine the estimated flood depth at each critical asset for each flood scenario; refer to **Tables B-2 through B-6**. The depths are in feet above the ground elevation of the specified critical asset in NAVD88 vertical datum. However, the annual tidal flooding day scenario lists the range of expected days an asset will be inundated by tidal flooding in addition to a depth of water.

Note that several assets are located outside of the digital elevation model provided by AECOM. Therefore, these assets are not included in the flood exposure tables; refer to **Table B-1**.

Figures that follow Table B-6 depict each flood scenario and peak gust wind speeds associated with the 100-year probabilistic wind event generated by Hazus.

**Table B-1. Assets Removed from Flood Exposure Tables**

| Asset ID | Removed Critical Asset | Reason |
|---|---|---|
| CA_21 | Mashta Drive Bridge | Bridges were removed from AECOM's DEM |
| CA_67 | Mariner Drive Bridge | Bridges were removed from AECOM's DEM |
| CA_68 | Knollwood Drive Bridge | Bridges were removed from AECOM's DEM |
| CA_69 | Cape Florida Drive Bridge | Bridges were removed from AECOM's DEM |
| CA_36 | Bill Baggs State Park | Outside of flood hazard mapping area |
| CA_26 | Biscayne Bay Aquatic Preserve | The entire preserve is vulnerable to flooding. |
| CA_17 | Calusa Park | Not within DEM boundaries |
| CA_46 | Calusa Park Electrical Substation | Not within DEM boundaries |
| CA_29 | Cape Florida Lighthouse | Outside of flood hazard mapping area |
| CA_23 | Crandon Park | Not within AECOM’s DEM boundaries |
| CA_43 | East Shorelines | The entire shoreline is vulnerable to flooding. |
| CA_25 | Richard Nixon Helipad | Not within AECOM’s DEM boundaries |

*DEM = Digital Elevation Model*

**Table B-2. 100-Year Storm Surge Flood Depths (feet)**

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | 100-Year Storm - Current | 100-Year Storm - 2040 Int. Low (NOAA 2017) | 100-Year Storm - 2040 Int. High (NOAA 2017) | 100-Year Storm - 2060 Int. High (NOAA 2017) | 100-Year Storm - 2070 Int. Low (NOAA 2017) | 100-Year Storm - 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.4 | 5.12 | 5.44 | 5.80 | 6.95 | 5.99 | 7.67 |
| CA_38 | BEACH PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 5.14 | 5.46 | 5.82 | 6.97 | 6.01 | 7.69 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | 3.8 | 4.75 | 5.07 | 5.43 | 6.58 | 5.62 | 7.30 |
| CA_33 | CAPE FLORIDA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 4.73 | 5.05 | 5.41 | 6.56 | 5.60 | 7.28 |
| CA_30 | CRANDON BOULEVARD | TRANSPORTATION AND EVACUATION ROUTES | N/A | 5.86 | 6.18 | 6.54 | 7.69 | 6.73 | 8.41 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | 3.74 | 4.06 | 4.42 | 5.57 | 4.61 | 6.29 |
| CA_42 | EAST ENID LINEAR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 4.47 | 4.79 | 5.15 | 6.30 | 5.34 | 7.02 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.45 | 6.06 | 6.38 | 6.74 | 7.89 | 6.93 | 8.61 |
| CA_40 | HAMPTON PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 5.72 | 6.04 | 6.40 | 7.55 | 6.59 | 8.27 |
| CA_31 | HARBOR DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 7.38 | 7.70 | 8.06 | 9.21 | 8.25 | 9.93 |
| CA_41 | HARBOR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 5.87 | 6.19 | 6.55 | 7.70 | 6.74 | 8.42 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.22 | 2.98 | 3.30 | 3.66 | 4.81 | 3.85 | 5.53 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | 4.27 | 4.59 | 4.95 | 6.10 | 5.14 | 6.82 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.9 | 5.06 | 5.38 | 5.74 | 6.89 | 5.93 | 7.61 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.14 | 4.04 | 4.36 | 4.72 | 5.87 | 4.91 | 6.59 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.5 | 6.03 | 6.35 | 6.71 | 7.86 | 6.90 | 8.58 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | 4.70 | 5.02 | 5.38 | 6.53 | 5.57 | 7.25 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.05 | 5.44 | 5.76 | 6.12 | 7.27 | 6.31 | 7.99 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.27 | 4.65 | 4.97 | 5.33 | 6.48 | 5.52 | 7.20 |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | 100-Year Storm - Current | 100-Year Storm - 2040 Int. Low (NOAA 2017) | 100-Year Storm - 2040 Int. High (NOAA 2017) | 100-Year Storm - 2060 Int. High (NOAA 2017) | 100-Year Storm - 2070 Int. Low (NOAA 2017) | 100-Year Storm - 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | 4.70 | 5.02 | 5.38 | 6.53 | 5.57 | 7.25 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 12.52 | 5.86 | 6.18 | 6.54 | 7.69 | 6.73 | 8.41 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.37 | 4.27 | 4.59 | 4.95 | 6.10 | 5.14 | 6.82 |
| CA_34 | KNOLLWOOD DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 4.93 | 5.25 | 5.61 | 6.76 | 5.80 | 7.48 |
| CA_37 | LAKE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 6.52 | 6.84 | 7.20 | 8.35 | 7.39 | 9.07 |
| CA_35 | MARINER DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 5.71 | 6.03 | 6.39 | 7.54 | 6.58 | 8.26 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | 3.6 | 4.67 | 4.99 | 5.35 | 6.50 | 5.54 | 7.22 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 10.02 | 6.10 | 6.42 | 6.78 | 7.93 | 6.97 | 8.65 |
| CA_39 | PARADISE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 4.25 | 4.57 | 4.93 | 6.08 | 5.12 | 6.80 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | 4.27 | 4.59 | 4.95 | 6.10 | 5.14 | 6.82 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | N/A | 3.64 | 3.96 | 4.32 | 5.47 | 4.51 | 6.19 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | N/A | 5.33 | 5.65 | 6.01 | 7.16 | 6.20 | 7.88 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | N/A | 5.99 | 6.31 | 6.67 | 7.82 | 6.86 | 8.54 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | N/A | 4.65 | 4.97 | 5.33 | 6.48 | 5.52 | 7.20 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | N/A | 4.35 | 4.67 | 5.03 | 6.18 | 5.22 | 6.90 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | N/A | 3.48 | 3.80 | 4.16 | 5.31 | 4.35 | 6.03 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | N/A | 4.21 | 4.53 | 4.89 | 6.04 | 5.08 | 6.76 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | N/A | 4.95 | 5.27 | 5.63 | 6.78 | 5.82 | 7.50 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | N/A | 6.55 | 6.87 | 7.23 | 8.38 | 7.42 | 9.10 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | N/A | 4.38 | 4.70 | 5.06 | 6.21 | 5.25 | 6.93 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | N/A | 0.20 | 0.52 | 0.88 | 2.03 | 1.07 | 2.75 |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | 100-Year Storm - Current | 100-Year Storm - 2040 Int. Low (NOAA 2017) | 100-Year Storm - 2040 Int. High (NOAA 2017) | 100-Year Storm - 2060 Int. High (NOAA 2017) | 100-Year Storm - 2070 Int. Low (NOAA 2017) | 100-Year Storm - 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | N/A | 2.96 | 3.28 | 3.64 | 4.79 | 3.83 | 5.51 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | N/A | 6.02 | 6.34 | 6.70 | 7.85 | 6.89 | 8.57 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | N/A | 1.28 | 1.60 | 1.96 | 3.11 | 2.15 | 3.83 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | N/A | 5.13 | 5.45 | 5.81 | 6.96 | 6.00 | 7.68 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | N/A | 1.73 | 2.05 | 2.41 | 3.56 | 2.60 | 4.28 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | N/A | 3.60 | 3.92 | 4.28 | 5.43 | 4.47 | 6.15 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | N/A | 3.29 | 3.61 | 3.97 | 5.12 | 4.16 | 5.84 |
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | N/A | 3.25 | 3.57 | 3.93 | 5.08 | 4.12 | 5.80 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | N/A | 3.78 | 4.10 | 4.46 | 5.61 | 4.65 | 6.33 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 8.25 | 5.32 | 5.64 | 6.00 | 7.15 | 6.19 | 7.87 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | 6.52 | 2.74 | 3.06 | 3.42 | 4.57 | 3.61 | 5.29 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | 8.4 | 5.79 | 6.11 | 6.47 | 7.62 | 6.66 | 8.34 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 6.1 | 5.12 | 5.44 | 5.80 | 6.95 | 5.99 | 7.67 |
| CA_45 | STORMWATER RETENTION POND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 6.53 | 6.85 | 7.21 | 8.36 | 7.40 | 9.08 |
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.66 | 2.46 | 2.78 | 3.14 | 4.29 | 3.33 | 5.01 |
| CA_11 | VILLAGE GREEN PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 6.32 | 6.64 | 7.00 | 8.15 | 7.19 | 8.87 |
| CA_32 | WEST MASHTA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 6.89 | 7.21 | 7.57 | 8.72 | 7.76 | 9.44 |

**Table B-3. Category 3 Hurricane Storm Surge Flood Depths (feet)**

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Cat 3 Hurricane - Current | Cat 3 Hurricane - 2040 Int. Low (NOAA 2017) | Cat 3 Hurricane - 2040 Int. High (NOAA 2017) | Cat 3 Hurricane - 2060 Int. High (NOAA 2017) | Cat 3 Hurricane - 2070 Int. Low (NOAA 2017) | Cat 3 Hurricane - 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.4 | 4.40 | 4.72 | 5.08 | 6.23 | 5.27 | 6.95 |
| CA_38 | BEACH PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 4.15 | 4.47 | 4.83 | 5.98 | 5.02 | 6.70 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | 3.8 | 5.19 | 5.51 | 5.87 | 7.02 | 6.06 | 7.74 |
| CA_33 | CAPE FLORIDA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 5.48 | 5.80 | 6.16 | 7.31 | 6.35 | 8.03 |
| CA_30 | CRANDON BOULEVARD | TRANSPORTATION AND EVACUATION ROUTES | N/A | 5.67 | 5.99 | 6.35 | 7.50 | 6.54 | 8.22 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | 4.12 | 4.44 | 4.80 | 5.95 | 4.99 | 6.67 |
| CA_42 | EAST ENID LINEAR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 4.42 | 4.74 | 5.10 | 6.25 | 5.29 | 6.97 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.45 | 5.22 | 5.54 | 5.90 | 7.05 | 6.09 | 7.77 |
| CA_40 | HAMPTON PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 5.32 | 5.64 | 6.00 | 7.15 | 6.19 | 7.87 |
| CA_31 | HARBOR DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 7.62 | 7.94 | 8.30 | 9.45 | 8.49 | 10.17 |
| CA_41 | HARBOR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 6.02 | 6.34 | 6.70 | 7.85 | 6.89 | 8.57 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.22 | 1.98 | 2.30 | 2.66 | 3.81 | 2.85 | 4.53 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | 4.49 | 4.81 | 5.17 | 6.32 | 5.36 | 7.04 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.9 | 4.31 | 4.63 | 4.99 | 6.14 | 5.18 | 6.86 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.14 | 4.20 | 4.52 | 4.88 | 6.03 | 5.07 | 6.75 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.5 | 5.53 | 5.85 | 6.21 | 7.36 | 6.40 | 8.08 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | 5.03 | 5.35 | 5.71 | 6.86 | 5.90 | 7.58 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.05 | 5.30 | 5.62 | 5.98 | 7.13 | 6.17 | 7.85 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.27 | 4.83 | 5.15 | 5.51 | 6.66 | 5.70 | 7.38 |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Cat 3 Hurricane - Current | Cat 3 Hurricane - 2040 Int. Low (NOAA 2017) | Cat 3 Hurricane - 2040 Int. High (NOAA 2017) | Cat 3 Hurricane - 2060 Int. High (NOAA 2017) | Cat 3 Hurricane - 2070 Int. Low (NOAA 2017) | Cat 3 Hurricane - 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | 5.03 | 5.35 | 5.71 | 6.86 | 5.90 | 7.58 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 12.52 | 6.18 | 6.50 | 6.86 | 8.01 | 7.05 | 8.73 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.37 | 4.64 | 4.96 | 5.32 | 6.47 | 5.51 | 7.19 |
| CA_34 | KNOLLWOOD DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 5.68 | 6.00 | 6.36 | 7.51 | 6.55 | 8.23 |
| CA_37 | LAKE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 6.76 | 7.08 | 7.44 | 8.59 | 7.63 | 9.31 |
| CA_35 | MARINER DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 5.56 | 5.88 | 6.24 | 7.39 | 6.43 | 8.11 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | 3.6 | 4.48 | 4.80 | 5.16 | 6.31 | 5.35 | 7.03 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 10.02 | 6.04 | 6.36 | 6.72 | 7.87 | 6.91 | 8.59 |
| CA_39 | PARADISE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 4.32 | 4.64 | 5.00 | 6.15 | 5.19 | 6.87 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | 4.71 | 5.03 | 5.39 | 6.54 | 5.58 | 7.26 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | N/A | 3.10 | 3.42 | 3.78 | 4.93 | 3.97 | 5.65 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | N/A | 5.29 | 5.61 | 5.97 | 7.12 | 6.16 | 7.84 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | N/A | 5.88 | 6.20 | 6.56 | 7.71 | 6.75 | 8.43 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | N/A | 4.74 | 5.06 | 5.42 | 6.57 | 5.61 | 7.29 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | N/A | 5.02 | 5.34 | 5.70 | 6.85 | 5.89 | 7.57 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | N/A | 2.69 | 3.01 | 3.37 | 4.52 | 3.56 | 5.24 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | N/A | 3.94 | 4.26 | 4.62 | 5.77 | 4.81 | 6.49 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | N/A | 4.79 | 5.11 | 5.47 | 6.62 | 5.66 | 7.34 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | N/A | 6.62 | 6.94 | 7.30 | 8.45 | 7.49 | 9.17 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | N/A | 4.38 | 4.70 | 5.06 | 6.21 | 5.25 | 6.93 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | N/A |  | 0.16 | 0.52 | 1.67 | 0.71 | 2.39 |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Cat 3 Hurricane - Current | Cat 3 Hurricane - 2040 Int. Low (NOAA 2017) | Cat 3 Hurricane - 2040 Int. High (NOAA 2017) | Cat 3 Hurricane - 2060 Int. High (NOAA 2017) | Cat 3 Hurricane - 2070 Int. Low (NOAA 2017) | Cat 3 Hurricane - 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | N/A | 3.28 | 3.60 | 3.96 | 5.11 | 4.15 | 5.83 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | N/A | 5.65 | 5.97 | 6.33 | 7.48 | 6.52 | 8.20 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | N/A | 1.39 | 1.71 | 2.07 | 3.22 | 2.26 | 3.94 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | N/A | 4.64 | 4.96 | 5.32 | 6.47 | 5.51 | 7.19 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | N/A | 1.55 | 1.87 | 2.23 | 3.38 | 2.42 | 4.10 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | N/A | 3.02 | 3.34 | 3.70 | 4.85 | 3.89 | 5.57 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | N/A | 3.34 | 3.66 | 4.02 | 5.17 | 4.21 | 5.89 |
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | N/A | 4.09 | 4.41 | 4.77 | 5.92 | 4.96 | 6.64 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | N/A | 2.22 | 2.54 | 2.90 | 4.05 | 3.09 | 4.77 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 8.25 | 4.97 | 5.29 | 5.65 | 6.80 | 5.84 | 7.52 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | 6.52 | 2.71 | 3.03 | 3.39 | 4.54 | 3.58 | 5.26 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | 8.4 | 4.99 | 5.31 | 5.67 | 6.82 | 5.86 | 7.54 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 6.1 | 4.25 | 4.57 | 4.93 | 6.08 | 5.12 | 6.80 |
| CA_45 | STORMWATER RETENTION POND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 6.75 | 7.07 | 7.43 | 8.58 | 7.62 | 9.30 |
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.66 | 3.23 | 3.55 | 3.91 | 5.06 | 4.10 | 5.78 |
| CA_11 | VILLAGE GREEN PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 5.47 | 5.79 | 6.15 | 7.30 | 6.34 | 8.02 |
| CA_32 | WEST MASHTA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 6.97 | 7.29 | 7.65 | 8.80 | 7.84 | 9.52 |

**Table B-4. High Tide Flood Depths (feet)**

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Current | 2040 Int. Low (NOAA 2017) | 2040 Int. High (NOAA 2017) | 2060 Int. High (NOAA 2017) | 2070 Int. Low (NOAA 2017) | 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.4 | | | | 1.07 | 0.11 | 1.79 |
| CA_38 | BEACH PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 1.24 | 1.56 | 1.92 | 3.07 | 2.11 | 3.79 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | 3.8 | | 0.17 | 0.53 | 1.68 | 0.72 | 2.40 |
| CA_33 | CAPE FLORIDA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | | 0.15 | 0.51 | 1.66 | 0.70 | 2.38 |
| CA_30 | CRANDON BOULEVARD | TRANSPORTATION AND EVACUATION ROUTES | N/A | 0.46 | 0.78 | 1.14 | 2.29 | 1.33 | 3.01 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | | | | 0.67 | | 1.39 |
| CA_42 | EAST ENID LINEAR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | | 0.25 | 1.40 | 0.44 | 2.12 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.45 | 0.16 | 0.48 | 0.84 | 1.99 | 1.03 | 2.71 |
| CA_40 | HAMPTON PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | 0.14 | 0.50 | 1.65 | 0.69 | 2.37 |
| CA_31 | HARBOR DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 1.48 | 1.80 | 2.16 | 3.31 | 2.35 | 4.03 |
| CA_41 | HARBOR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | 0.29 | 0.65 | 1.80 | 0.84 | 2.52 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.22 | | | | | | |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | | | 0.05 | 1.20 | 0.24 | 1.92 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.9 | | | | 0.96 | | 1.68 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.14 | | | | 0.97 | 0.01 | 1.69 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.5 | 0.13 | 0.45 | 0.81 | 1.96 | 1.00 | 2.68 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | | 0.12 | 0.48 | 1.63 | 0.67 | 2.35 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.05 | | | 0.22 | 1.37 | 0.41 | 2.09 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.27 | | 0.07 | 0.43 | 1.58 | 0.62 | 2.30 |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Current | 2040 Int. Low (NOAA 2017) | 2040 Int. High (NOAA 2017) | 2060 Int. High (NOAA 2017) | 2070 Int. Low (NOAA 2017) | 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | | 0.12 | 0.48 | 1.63 | 0.67 | 2.35 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 12.52 | | 0.28 | 0.64 | 1.79 | 0.83 | 2.51 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.37 | | | 0.05 | 1.20 | 0.24 | 1.92 |
| CA_34 | KNOLLWOOD DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 0.03 | 0.35 | 0.71 | 1.86 | 0.90 | 2.58 |
| CA_37 | LAKE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 1.62 | 1.94 | 2.30 | 3.45 | 2.49 | 4.17 |
| CA_35 | MARINER DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | | 0.13 | 0.49 | 1.64 | 0.68 | 2.36 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | 3.6 | | | 0.27 | 1.42 | 0.46 | 2.14 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 10.02 | 1.19 | 1.51 | 1.87 | 3.02 | 2.06 | 3.74 |
| CA_39 | PARADISE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | | 0.03 | 1.18 | 0.22 | 1.90 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | | | 0.05 | 1.20 | 0.24 | 1.92 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | N/A | | | | 0.57 | | 1.29 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | N/A | | | 0.11 | 1.26 | 0.30 | 1.98 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | N/A | 0.09 | 0.41 | 0.77 | 1.92 | 0.96 | 2.64 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | N/A | | 0.07 | 0.43 | 1.58 | 0.62 | 2.30 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | N/A | 0.45 | 0.77 | 1.13 | 2.28 | 1.32 | 3.00 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | N/A | | | | 0.38 | | 1.10 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | N/A | | | | 1.14 | 0.18 | 1.86 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | N/A | | | | 0.88 | | 1.60 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | N/A | 0.65 | 0.97 | 1.33 | 2.48 | 1.52 | 3.20 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | N/A | 0.48 | 0.80 | 1.16 | 2.31 | 1.35 | 3.03 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | N/A | | | | | | |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Current | 2040 Int. Low (NOAA 2017) | 2040 Int. High (NOAA 2017) | 2060 Int. High (NOAA 2017) | 2070 Int. Low (NOAA 2017) | 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | N/A | | | | 0.89 | | 1.61 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | N/A | 0.12 | 0.44 | 0.80 | 1.95 | 0.99 | 2.67 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | N/A | | | | | | |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | N/A | | | | 1.07 | 0.11 | 1.79 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | N/A | | | | | | |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | N/A | | | | 0.58 | | 1.30 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | N/A | | | | 0.22 | | 0.94 |
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | N/A | | | 0.03 | 1.18 | 0.22 | 1.90 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | N/A | | | | 0.71 | | 1.43 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 8.25 | | | 0.10 | 1.25 | 0.29 | 1.97 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | 6.52 | | | | | | 0.39 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | 8.4 | | 0.21 | 0.57 | 1.72 | 0.76 | 2.44 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 6.1 | | | | 0.97 | 0.01 | 1.69 |
| CA_45 | STORMWATER RETENTION POND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 1.63 | 1.95 | 2.31 | 3.46 | 2.50 | 4.18 |
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.66 | | | | 0.40 | | 1.12 |
| CA_11 | VILLAGE GREEN PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 0.42 | 0.74 | 1.10 | 2.25 | 1.29 | 2.97 |
| CA_32 | WEST MASHTA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 1.52 | 1.84 | 2.20 | 3.35 | 2.39 | 4.07 |

**Table B-5. Ranges of Estimated Annual Tidal Flooding Days**

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Current | 2040 Int. Low (NOAA 2017) | 2040 Int. High (NOAA 2017) | 2060 Int. High (NOAA 2017) | 2070 Int. Low (NOAA 2017) | 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.4 | | | 1-5 Days | 61-90 Days | 1-5 Days | 184-364 Days |
| CA_38 | BEACH PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 91-183 Days | 91-183 Days | 184-364 Days | 365 Days | 184-364 Days | 365 Days |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | 3.8 | 1-5 Days | 1-5 Days | 11-15 Days | 184-364 Days | 21-30 Days | 184-364 Days |
| CA_33 | CAPE FLORIDA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 1-5 Days | 1-5 Days | 11-15 Days | 184-364 Days | 21-30 Days | 184-364 Days |
| CA_30 | CRANDON BOULEVARD | TRANSPORTATION AND EVACUATION ROUTES | N/A | 11-15 Days | 21-30 Days | 61-90 Days | 184-364 Days | 91-183 Days | 365 Days |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | | | | 21-30 Days | 1-5 Days | 91-183 Days |
| CA_42 | EAST ENID LINEAR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | 1-5 Days | 1-5 Days | 91-183 Days | 6-10 Days | 184-364 Days |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.45 | 1-5 Days | 11-15 Days | 31-60 Days | 184-364 Days | 31-60 Days | 365 Days |
| CA_40 | HAMPTON PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 1-5 Days | 1-5 Days | 11-15 Days | 184-364 Days | 21-30 Days | 184-364 Days |
| CA_31 | HARBOR DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 91-183 Days | 184-364 Days | 184-364 Days | 365 Days | 184-364 Days | 365 Days |
| CA_41 | HARBOR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 1-5 Days | 1-5 Days | 21-30 Days | 184-364 Days | 31-60 Days | 184-364 Days |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.22 | | | | | | |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | | 1-5 Days | 1-5 Days | 61-90 Days | 1-5 Days | 184-364 Days |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.9 | | | 1-5 Days | 31-60 Days | 1-5 Days | 184-364 Days |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.14 | | | 1-5 Days | 31-60 Days | 1-5 Days | 184-364 Days |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.5 | 1-5 Days | 6-10 Days | 31-60 Days | 184-364 Days | 31-60 Days | 365 Days |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | 1-5 Days | 1-5 Days | 11-15 Days | 184-364 Days | 21-30 Days | 184-364 Days |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.05 | | 1-5 Days | 1-5 Days | 91-183 Days | 6-10 Days | 184-364 Days |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.27 | 1-5 Days | 1-5 Days | 6-10 Days | 184-364 Days | 16-20 Days | 184-364 Days |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | 1-5 Days | 1-5 Days | 11-15 Days | 184-364 Days | 21-30 Days | 184-364 Days |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Current | 2040 Int. Low (NOAA 2017) | 2040 Int. High (NOAA 2017) | 2060 Int. High (NOAA 2017) | 2070 Int. Low (NOAA 2017) | 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 12.52 | 1-5 Days | 1-5 Days | 16-20 Days | 184-364 Days | 31-60 Days | 184-364 Days |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.37 | | 1-5 Days | 1-5 Days | 91-183 Days | 1-5 Days | 184-364 Days |
| CA_34 | KNOLLWOOD DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 1-5 Days | 6-10 Days | 21-30 Days | 184-364 Days | 31-60 Days | 184-364 Days |
| CA_37 | LAKE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 184-364 Days | 184-364 Days | 184-364 Days | 365 Days | 184-364 Days | 365 Days |
| CA_35 | MARINER DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 1-5 Days | 1-5 Days | 11-15 Days | 184-364 Days | 21-30 Days | 184-364 Days |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | 3.6 | | 1-5 Days | 1-5 Days | 91-183 Days | 11-15 Days | 184-364 Days |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 10.02 | 61-90 Days | 91-183 Days | 184-364 Days | 365 Days | 184-364 Days | 365 Days |
| CA_39 | PARADISE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | 1-5 Days | 1-5 Days | 61-90 Days | 1-5 Days | 184-364 Days |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | | 1-5 Days | 1-5 Days | 91-183 Days | 1-5 Days | 184-364 Days |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | N/A | | | | 16-20 Days | | 91-183 Days |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | N/A | | 1-5 Days | 1-5 Days | 91-183 Days | 1-5 Days | 184-364 Days |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | N/A | 1-5 Days | 6-10 Days | 21-30 Days | 184-364 Days | 31-60 Days | 365 Days |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | N/A | 1-5 Days | 1-5 Days | 6-10 Days | 184-364 Days | 16-20 Days | 184-364 Days |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | N/A | 6-10 Days | 21-30 Days | 61-90 Days | 184-364 Days | 91-183 Days | 365 Days |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | N/A | | | | 6-10 Days | | 61-90 Days |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | N/A | | | 1-5 Days | 61-90 Days | 1-5 Days | 184-364 Days |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | N/A | | | 1-5 Days | 31-60 Days | 1-5 Days | 184-364 Days |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | N/A | 21-30 Days | 31-60 Days | 91-183 Days | 184-364 Days | 91-183 Days | 365 Days |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | N/A | 11-15 Days | 31-60 Days | 61-90 Days | 184-364 Days | 91-183 Days | 365 Days |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | N/A | | | | | | |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | N/A | | | 1-5 Days | 31-60 Days | 1-5 Days | 184-364 Days |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Current | 2040 Int. Low (NOAA 2017) | 2040 Int. High (NOAA 2017) | 2060 Int. High (NOAA 2017) | 2070 Int. Low (NOAA 2017) | 2070 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|---|---|---|
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | N/A | 1-5 Days | 6-10 Days | 31-60 Days | 184-364 Days | 31-60 Days | 365 Days |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | N/A | | | | | | 1-5 Days |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | N/A | | | 1-5 Days | 61-90 Days | 1-5 Days | 184-364 Days |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | N/A | | | | | | |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | N/A | | | | 16-20 Days | | 91-183 Days |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | N/A | | | | 1-5 Days | | 31-60 Days |
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | N/A | | 1-5 Days | 1-5 Days | 61-90 Days | 1-5 Days | 184-364 Days |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | N/A | | | | 21-30 Days | 1-5 Days | 91-183 Days |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 8.25 | | 1-5 Days | 1-5 Days | 91-183 Days | 1-5 Days | 184-364 Days |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | 6.52 | | | | 1-5 Days | | 6-10 Days |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | 8.4 | 1-5 Days | 1-5 Days | 16-20 Days | 184-364 Days | 21-30 Days | 184-364 Days |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 6.1 | | | 1-5 Days | 31-60 Days | 1-5 Days | 184-364 Days |
| CA_45 | STORMWATER RETENTION POND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 184-364 Days | 184-364 Days | 184-364 Days | 365 Days | 184-364 Days | 365 Days |
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.66 | | | | 6-10 Days | | 61-90 Days |
| CA_11 | VILLAGE GREEN PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 6-10 Days | 21-30 Days | 61-90 Days | 184-364 Days | 91-183 Days | 365 Days |
| CA_32 | WEST MASHTA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 91-183 Days | 184-364 Days | 184-364 Days | 365 Days | 184-364 Days | 365 Days |

**Table B-6. 10-Year Precipitation Storm Event Flood Depths (feet)**

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Existing Conditions - Current | Existing Conditions - 2060 Int. High (NOAA 2017) | Proposed Conditions - 2060 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.4 | 0.19 | 0.25 | |
| CA_38 | BEACH PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 3.08 | 3.16 | 1.53 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | 3.8 | 0.70 | 0.81 | |
| CA_33 | CAPE FLORIDA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 1.73 | 1.89 | 0.26 |
| CA_30 | CRANDON BOULEVARD | TRANSPORTATION AND EVACUATION ROUTES | N/A | 2.09 | 2.23 | 0.44 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | 0.18 | 0.29 | |
| CA_42 | EAST ENID LINEAR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | | |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.45 | 1.66 | 1.72 | 0.03 |
| CA_40 | HAMPTON PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 0.14 | 0.24 | 0.13 |
| CA_31 | HARBOR DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 2.87 | 3.00 | 1.47 |
| CA_41 | HARBOR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | 0.33 | |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.22 | | | |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.8 | 0.38 | 0.48 | |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.9 | | | |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.14 | 0.25 | 0.36 | |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.5 | 1.57 | 1.67 | 0.67 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | | | |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 7.05 | | | |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.27 | | | |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 7.07 | | | |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Existing Conditions - Current | Existing Conditions - 2060 Int. High (NOAA 2017) | Proposed Conditions - 2060 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 12.52 | | | |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 4.37 | 0.46 | 0.57 | |
| CA_34 | KNOLLWOOD DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 1.72 | 2.02 | 0.77 |
| CA_37 | LAKE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 2.57 | 2.65 | 1.90 |
| CA_35 | MARINER DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 0.72 | 1.19 | 0.26 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | 3.6 | 0.24 | 0.42 | |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 10.02 | 4.12 | 4.13 | 1.48 |
| CA_39 | PARADISE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | | | |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | N/A | 0.42 | 0.53 | |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | N/A | 0.13 | 0.21 | |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | N/A | 1.03 | 1.16 | 0.30 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | N/A | 0.42 | 0.60 | |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | N/A | 1.95 | 2.01 | 0.65 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | N/A | 0.63 | 0.71 | |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | N/A | | 0.29 | |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | N/A | 1.48 | 1.90 | 1.11 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | N/A | 2.00 | 2.13 | |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | N/A | 0.28 | 0.36 | |

| Asset ID | Asset Name | Asset Class | Finished Floor Elevation | Existing Conditions - Current | Existing Conditions - 2060 Int. High (NOAA 2017) | Proposed Conditions - 2060 Int. High (NOAA 2017) |
|---|---|---|---|---|---|---|
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | N/A | 0.68 | 0.78 | 0.66 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | N/A | 0.54 | 0.64 | |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | N/A | | | |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | N/A | 0.72 | 0.80 | |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 8.25 | | | |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | 6.52 | | | |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | 8.4 | | | |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 6.1 | | | |
| CA_45 | STORMWATER RETENTION POND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 2.86 | 2.87 | 1.90 |
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | 9.66 | | | |
| CA_11 | VILLAGE GREEN PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | N/A | 1.86 | 1.96 | 0.32 |
| CA_32 | WEST MASHTA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | N/A | 2.09 | 2.48 | 1.57 |

N

0 0.1 0.3 0.5 Miles

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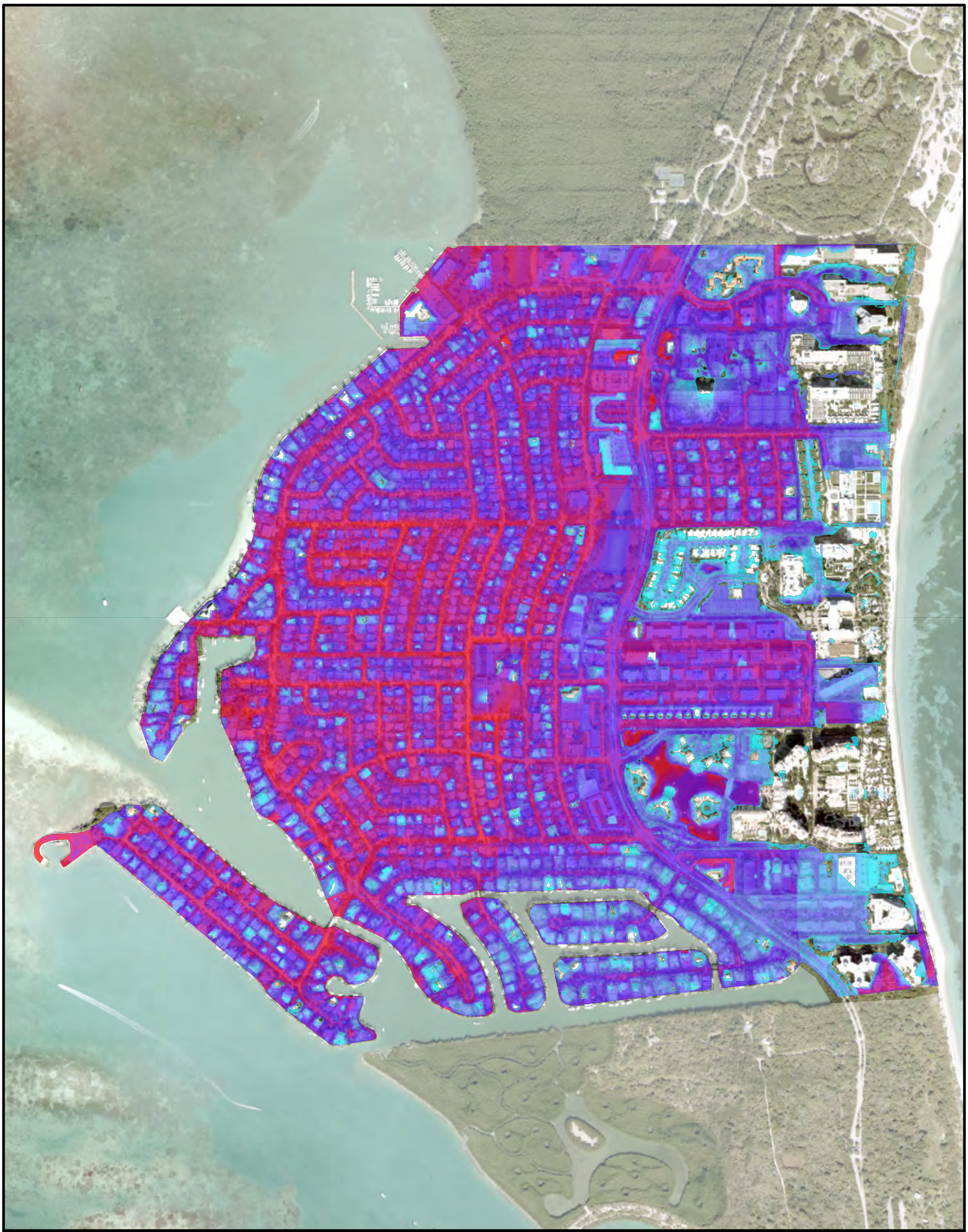
# FEMA Effective (2009) Flood Zones Village of Key Biscayne

FEMA Base Flood Elevation (BFE; feet converted to NAVD88)

| | |
|---|---|
| 5.43 | 8.43 |
| 6.43 | 9.43 |
| 7.43 | 10.43 |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# Storm Surge Flooding Extents
# Village of Key Biscayne
# 100 Year Storm
# 2024 (Current)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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Storm Surge Flooding Extents
Village of Key Biscayne
100 Year Storm
2040 (NOAA Int. Low)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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Storm Surge Flooding Extents
Village of Key Biscayne
100 Year Storm
2040 (NOAA Int. High)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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Storm Surge Flooding Extents
Village of Key Biscayne
100 Year Storm
2060 (NOAA Int. High)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# Storm Surge Flooding Extents
# Village of Key Biscayne
# 100 Year Storm
# 2070 (NOAA Int. Low)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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Storm Surge Flooding Extents
Village of Key Biscayne
100 Year Storm
2070 (NOAA Int. High)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



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# Tidal Flooding Days
# Village of Key Biscayne
# 2024 (Current)

Number of Flood Days

| | |
|---|---|
| 1-5 Days | 31-60 Days |
| 6-10 Days | 61-90 Days |
| 11-15 Days | 91-182 Days |
| 16-20 Days | 183-364 Days |
| 21-30 Days | 365 Days |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



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# Tidal Flooding Days
# Village of Key Biscayne
# 2040 (NOAA Int. Low)

Number of Flood Days

| | |
|---|---|
| 1-5 Days | 31-60 Days |
| 6-10 Days | 61-90 Days |
| 11-15 Days | 91-182 Days |
| 16-20 Days | 183-364 Days |
| 21-30 Days | 365 Days |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



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# Tidal Flooding Days
# Village of Key Biscayne
# 2040 (NOAA Int. High)

Number of Flood Days

| | |
|---|---|
| 1-5 Days | 31-60 Days |
| 6-10 Days | 61-90 Days |
| 11-15 Days | 91-182 Days |
| 16-20 Days | 183-364 Days |
| 21-30 Days | 365 Days |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Tidal Flooding Days Village of Key Biscayne 2040 (NOAA Int. High)

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## Number of Flood Days

| | |
|---|---|
| 1-5 Days | 31-60 Days |
| 6-10 Days | 61-90 Days |
| 11-15 Days | 91-182 Days |
| 16-20 Days | 183-364 Days |
| 21-30 Days | 365 Days |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Tidal Flooding Days
# Village of Key Biscayne
# 2070 (NOAA Int. Low)

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**Number of Flood Days**

| | |
|---|---|
| 1-5 Days | 31-60 Days |
| 6-10 Days | 61-90 Days |
| 11-15 Days | 91-182 Days |
| 16-20 Days | 183-364 Days |
| 21-30 Days | 365 Days |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Tidal Flooding Days
# Village of Key Biscayne
# 2070 (NOAA Int. High)

BRIZAGA

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## Number of Flood Days

| | |
|---|---|
| 1-5 Days | 31-60 Days |
| 6-10 Days | 61-90 Days |
| 11-15 Days | 91-182 Days |
| 16-20 Days | 183-364 Days |
| 21-30 Days | 365 Days |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# High Tide Flooding
# Village of Key Biscayne
# 2024 (Current)

Depth of Flooding (Feet)

3+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# High Tide Flooding Village of Key Biscayne 2040 (NOAA Int. Low)

Depth of Flooding (Feet)

3+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# High Tide Flooding Village of Key Biscayne 2040 (NOAA Int. High)

Depth of Flooding (Feet)

3+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# High Tide Flooding Village of Key Biscayne 2060 (NOAA Int. High)

Depth of Flooding (Feet)

3+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# High Tide Flooding Village of Key Biscayne 2070 (NOAA Int. Low)

Depth of Flooding (Feet)

3+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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# High Tide Flooding Village of Key Biscayne 2070 (NOAA Int. High)

Depth of Flooding (Feet)

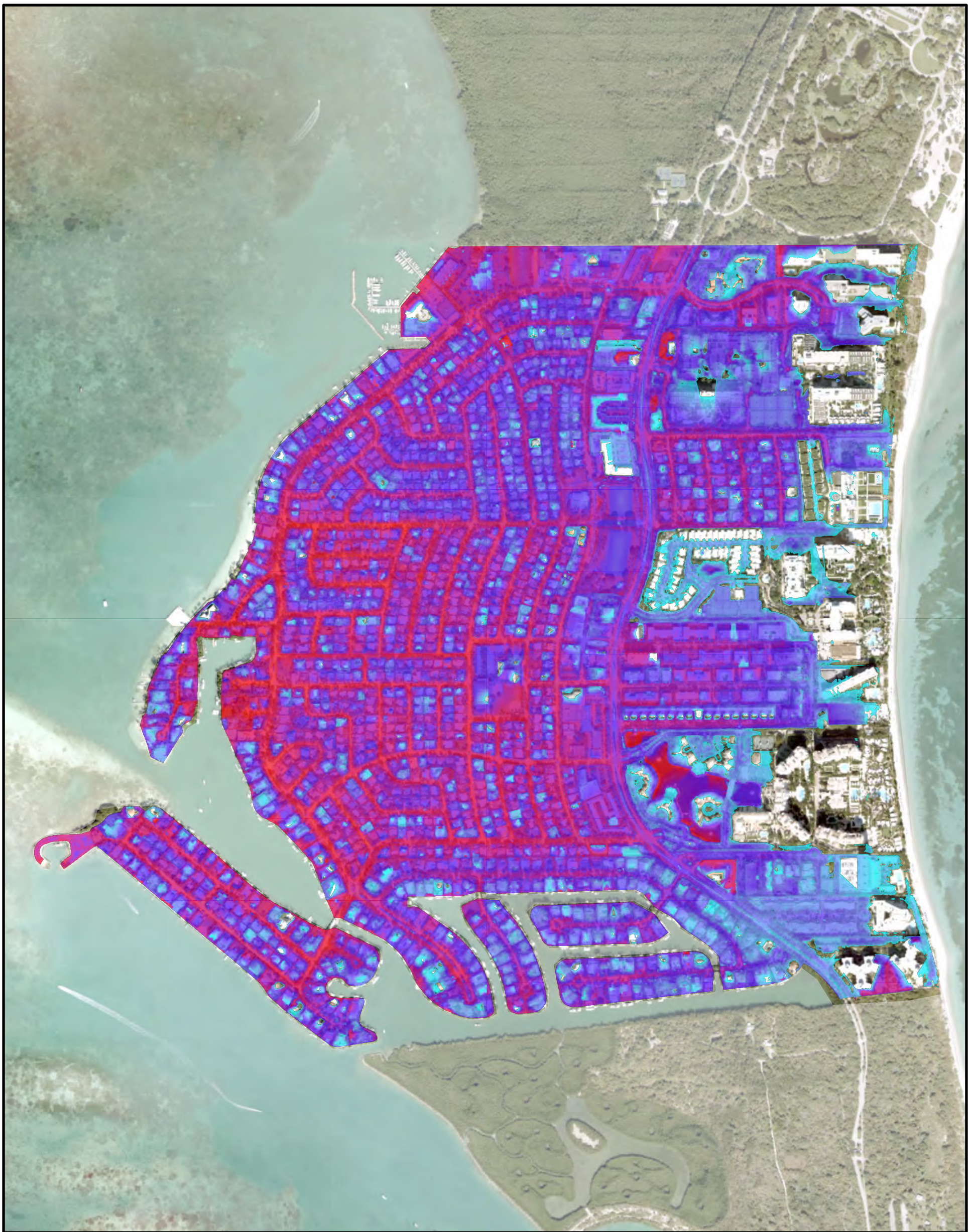
3+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



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Storm Surge Flooding Extents
Village of Key Biscayne
Category 3 Hurricane
2024 (Current)

Depth of Flooding (Feet)

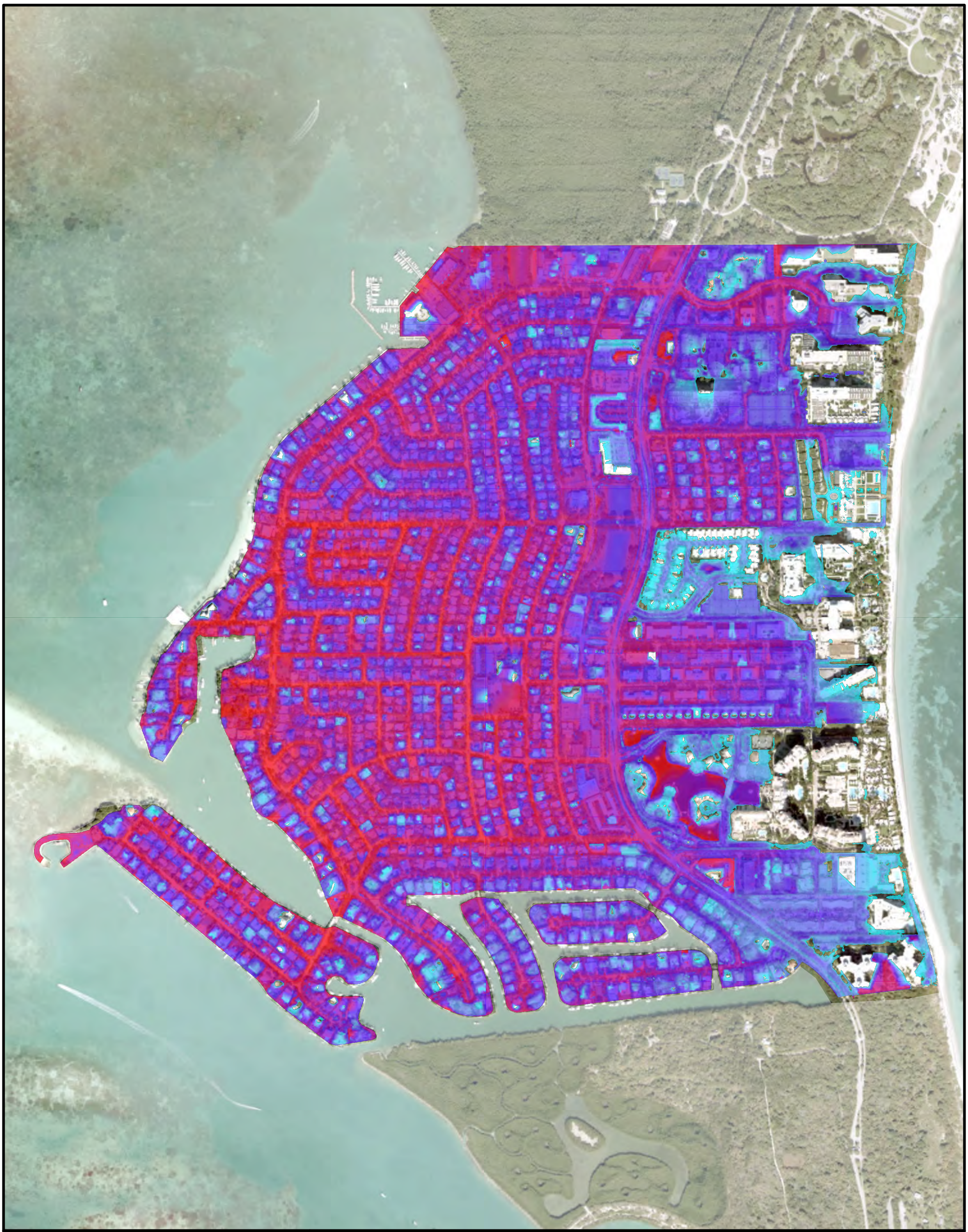
7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



BRIZAGA

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Storm Surge Flooding Extents
Village of Key Biscayne
Category 3 Hurricane
2040 (NOAA Int. Low)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



BRIZAGA

BLACK & VEATCH

Storm Surge Flooding Extents
Village of Key Biscayne
Category 3 Hurricane
2040 (NOAA Int. High)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



BRIZAGA

BLACK & VEATCH

Storm Surge Flooding Extents
Village of Key Biscayne
Category 3 Hurricane
2060 (NOAA Int. High)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



BRIZAGA

BLACK & VEATCH

Storm Surge Flooding Extents
Village of Key Biscayne
Category 3 Hurricane
2070 (NOAA Int. Low)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles



BRIZAGA

BLACK & VEATCH

Storm Surge Flooding Extents
Village of Key Biscayne
Category 3 Hurricane
2070 (NOAA Int. High)

Depth of Flooding (Feet)

7+

0

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

10 Year, 24-Hour, Storm
Village of Key Biscayne
Existing Stormwater Conditions
2024 (Current)

Depth of Flooding (Inches)

30+

15

0

VKB Boundary

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



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10 Year, 24-Hour, Storm
Village of Key Biscayne
Existing Stormwater Conditions
2060 (NOAA Int. High)

Depth of Flooding (Inches)

30+

15

0

VKB Boundary

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

0 0.1 0.3 0.5 Miles




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# Hurricane Wind Peak Gusts
# Village of Key Biscayne
# 100-Year Probabilistic Storm

Peak Gusts (mph)
- 129.1
- 129.4
- 129.7
- 131.6

N

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



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# Depth to Groundwater Village of Key Biscayne 2040 (NOAA Int. High)

Depth to Groundwater (Feet below ground surface)

- 5+
- 4-5
- 3-4
- 2-3
- 1-2
- 0-1
- Above Ground

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

# Appendix C. Parcel Risk Level Maps

The following figures provide a visual representation of the risk level assigned to each parcel for each flood scenario. In addition, figures are included that depict unshaded pavement and groundwater depth for each parcel.

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation
# Village of Key Biscayne
# 100 Year Storm - 2024

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## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation
# Village of Key Biscayne
# 100 Year Storm
# 2040 (NOAA Int. Low)

BRIZAGA

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## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# 100 Year Storm
# 2040 (NOAA Int. High)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# 100 Year Storm
# 2060 (NOAA Int. High)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

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# Parcel Flooding Inundation
# Village of Key Biscayne
# 100 Year Storm
# 2070 (NOAA Int. Low)

Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# 100 Year Storm
# 2070 (NOAA Int. High)

Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# Tidal Flooding Days - 2024

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# Tidal Flooding Days
# 2040 (NOAA Int. Low)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation Village of Key Biscayne Tidal Flooding Days 2040 (NOAA Int. High)

BRIZAGA

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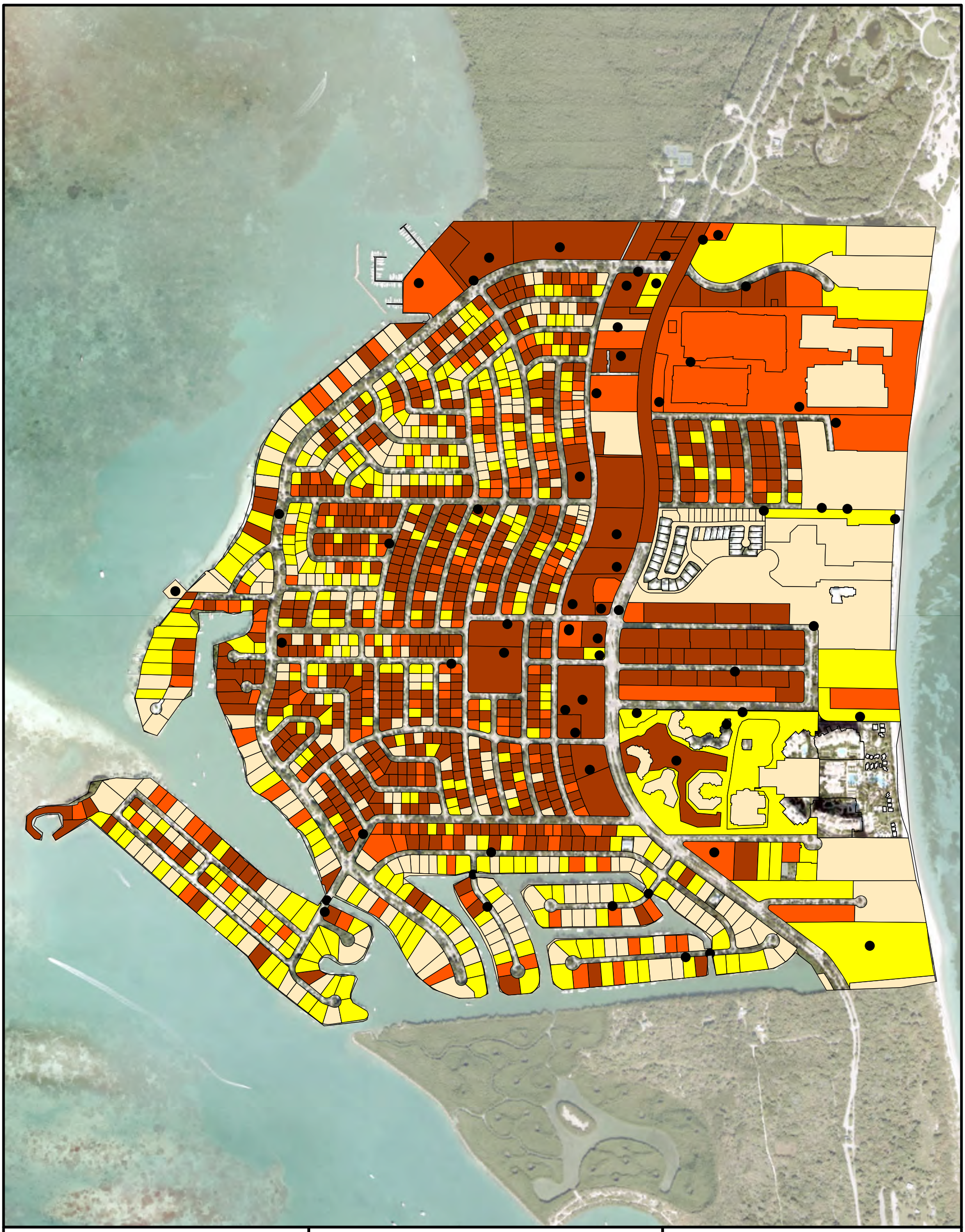
## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# Tidal Flooding Days
# 2060 (NOAA Int. High)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# Tidal Flooding Days
# 2070 (NOAA Int. Low)

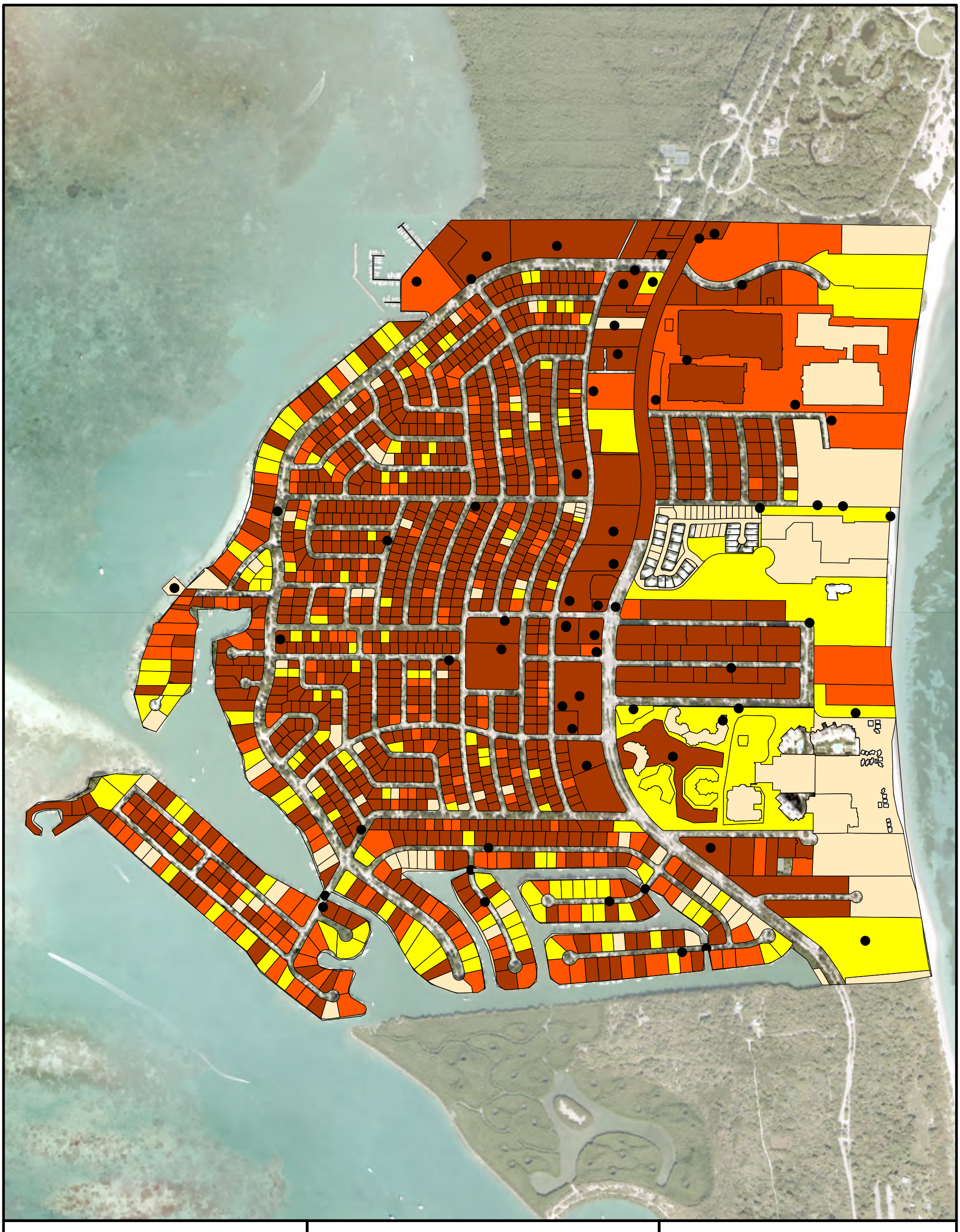
## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# Tidal Flooding Days
# 2070 (NOAA Int. High)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# High Tide Flooding - 2024

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# High Tide Flooding
# 2040 (NOAA Int. Low)

Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

BLACK & VEATCH

# Parcel Flooding Inundation
# Village of Key Biscayne
# High Tide Flooding
# 2040 (NOAA Int. High)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation
# Village of Key Biscayne
# High Tide Flooding
# 2060 (NOAA Int. High)

BRIZAGA

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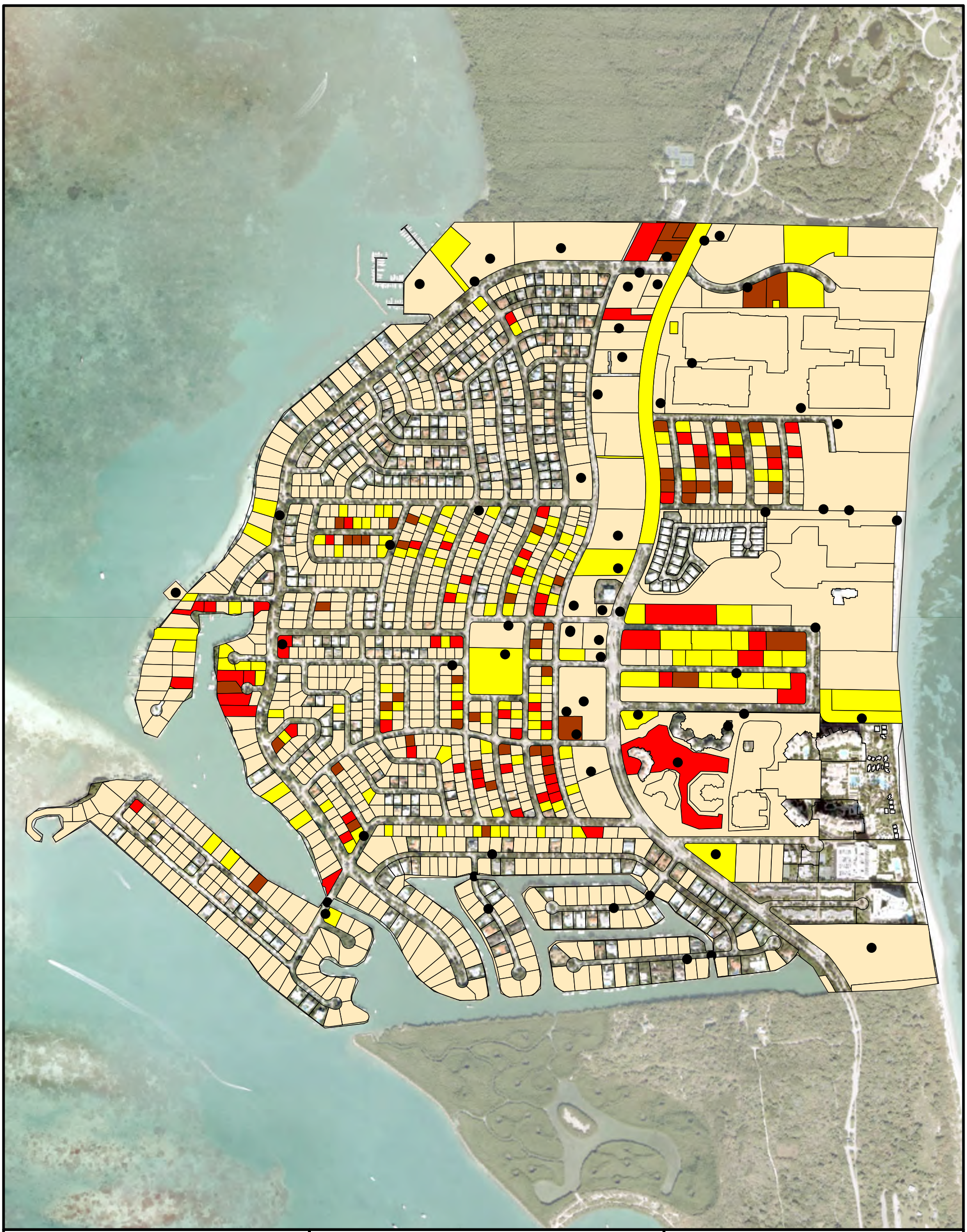
## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



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# Parcel Flooding Inundation
# Village of Key Biscayne
# High Tide Flooding
# 2070 (NOAA Int. Low)

Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

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# Parcel Flooding Inundation
# Village of Key Biscayne
# High Tide Flooding
# 2070 (NOAA Int. High)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

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# Parcel Flooding Inundation
# Village of Key Biscayne
# Category 3 Hurricane - 2024

Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation Village of Key Biscayne Category 3 Hurricane 2040 (NOAA Int. Low)

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## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation Village of Key Biscayne Category 3 Hurricane 2040 (NOAA Int. High)

BRIZAGA

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## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# Category 3 Hurricane
# 2060 (NOAA Int. High)

Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation Village of Key Biscayne Category 3 Hurricane 2070 (NOAA Int. Low)

BRIZAGA

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## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation Village of Key Biscayne Category 3 Hurricane 2070 (NOAA Int. High)

BRIZAGA

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## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation
# Village of Key Biscayne
# 10 Year, 24-Hour, Storm
# Existing Conditions - 2024

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**Percent of Parcel Inundated**

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

BRIZAGA

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# Parcel Flooding Inundation
# Village of Key Biscayne
# 10 Year, 24-Hour, Storm
# Existing Conditions
# 2060 (NOAA Int. High)

## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles

# Parcel Flooding Inundation
# Village of Key Biscayne
# 10 Year, 24-Hour, Storm
# Proposed Conditions
# 2060 (NOAA Int. High)

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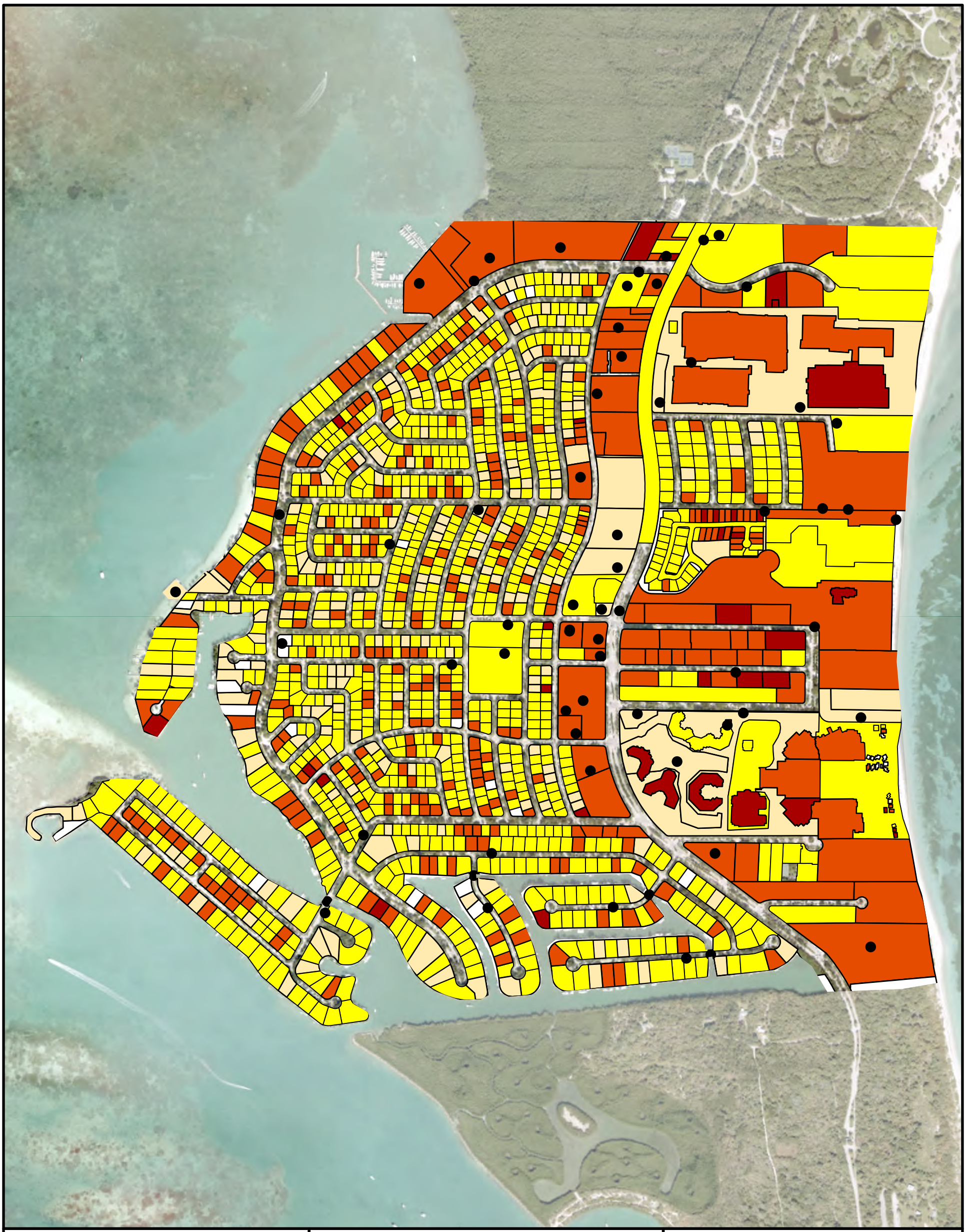
## Percent of Parcel Inundated

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



BRIZAGA

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# Parcels Heat Risk by Unshaded Pavement Percent Village of Key Biscayne

## Heat Risk Levels

- >75% (Risk Level: Extreme)
- 50-75% (Risk Level: High)
- 25-50% (Risk Level: Medium)
- 0-25% (Risk Level: Low)
- 0% (Risk Level: None)
- Critical Asset

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

N

0 0.1 0.3 0.5 Miles



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# Depth to Groundwater Village of Key Biscayne 2040 (NOAA Int. High)

Depth to Groundwater (Feet below ground surface)

| | | |
|---|---|---|
| 5+ | 2-3 | Above Ground |
| 4-5 | 1-2 | |
| 3-4 | 0-1 | |

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

# Appendix D. Hazus Results

Appendix D summarizes the estimated impacts to each critical asset for each flood scenario. Refer to **Tables D-1 through D-9**. **Table D-10** summarizes the estimated impacts as a result of a 100-year probabilistic wind event.

**Table D-1. 100-Year Storm Surge (Current) Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 12.8 | 63.6 | **$1,473,578** | **$7,303,623** | **$8,777,202** |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 25.8 | 40.1 | **$932,109** | **$1,447,222** | **$2,379,331** |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 5.0 | 9.2 | **$175,600** | **$489,701** | **$665,300** |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 16.9 | 61.3 | **$58,664** | **$212,968** | **$271,632** |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 6.8 | 19.5 | **$62,343** | **$177,914** | **$240,257** |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 15.3 | 51.0 | **$522,517** | **$1,742,634** | **$2,265,150** |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 9.6 | 15.6 | **$999,750** | **$1,616,176** | **$2,615,926** |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 15.8 | 54.9 | **$1,867,710** | **$6,470,955** | **$8,338,666** |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 7.3 | 21.0 | **$468,827** | **$1,342,433** | **$1,811,260** |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 10.3 | 58.2 | **$813,821** | **$4,594,026** | **$5,407,848** |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 1.2 | 7.2 | **$82,635** | **$495,809** | **$578,443** |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 1.2 | 7.2 | **$82,635** | **$495,809** | **$578,443** |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 8.4 | 48.7 | **$1,975,715** | **$11,415,501** | **$13,391,215** |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 9.0 | 59.7 | **$443,622** | **$2,943,189** | **$3,386,812** |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 9.0 | 63.3 | **$679,350** | **$4,781,115** | **$5,460,465** |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 19.0 | 85.0 | **$377,485** | **$1,688,750** | **$2,066,235** |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 0.9 | 1.7 | **$17,879** | **$35,759** | **$53,638** |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |

**Table D-2. Category 3 Hurricane (Current) Storm Surge Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 13.1 | 67.6 | **$1,507,744** | **$7,752,445** | **$9,260,189** |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 29.1 | 43.9 | **$1,049,767** | **$1,585,175** | **$2,634,942** |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 6.6 | 14.2 | **$231,962** | **$752,723** | **$984,685** |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 16.9 | 61.6 | **$58,834** | **$213,989** | **$272,823** |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 6.3 | 18.0 | **$57,749** | **$164,133** | **$221,882** |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 16.2 | 57.2 | **$554,168** | **$1,957,163** | **$2,511,331** |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 5.1 | 7.6 | **$530,684** | **$782,281** | **$1,312,965** |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 16.6 | 59.6 | **$1,956,647** | **$7,023,444** | **$8,980,092** |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 1.3 | 3.0 | **$85,627** | **$192,834** | **$278,462** |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 10.2 | 55.5 | **$803,246** | **$4,382,524** | **$5,185,770** |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 2.9 | 17.1 | **$196,638** | **$1,179,829** | **$1,376,467** |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 2.9 | 17.1 | **$196,638** | **$1,179,829** | **$1,376,467** |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 7.7 | 43.5 | **$1,815,486** | **$10,213,783** | **$12,029,269** |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 8.8 | 51.3 | **$432,340** | **$2,527,827** | **$2,960,167** |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 9.0 | 54.7 | **$679,350** | **$4,127,767** | **$4,807,117** |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 13.0 | 67.0 | **$0** | **$0** | **$0** |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | **$0** | **$0** | **$0** |

**Table D-3. Category 3 Hurricane (2040, Int. High) Storm Surge Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 15.2 | 75.7 | $1,741,864 | $8,688,925 | $10,430,788 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 33.9 | 48.0 | $1,221,471 | $1,732,350 | $2,953,821 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 11.2 | 32.3 | $395,267 | $1,712,186 | $2,107,453 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 18.3 | 69.4 | $63,560 | $241,344 | $304,904 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 10.7 | 31.6 | $97,844 | $287,580 | $385,423 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 17.6 | 65.4 | $600,675 | $2,236,204 | $2,836,879 |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 11.1 | 18.2 | $1,153,563 | $1,884,351 | $3,037,913 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 18.0 | 67.7 | $2,117,007 | $7,985,600 | $10,102,606 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 6.8 | 19.3 | $434,045 | $1,238,086 | $1,672,131 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 10.9 | 69.1 | $856,922 | $5,456,044 | $6,312,966 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 5.8 | 37.3 | $396,188 | $2,567,336 | $2,963,524 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 5.8 | 37.3 | $396,188 | $2,567,336 | $2,963,524 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 9.0 | 53.5 | $2,111,808 | $12,561,579 | $14,673,387 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 0.2 | 0.9 | $5,072 | $27,391 | $32,463 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 9.0 | 59.2 | $443,622 | $2,919,092 | $3,362,714 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 9.0 | 62.2 | $679,350 | $4,692,383 | $5,371,733 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 16.0 | 79.0 | $0 | $0 | $0 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 0.7 | 1.3 | $14,101 | $28,202 | $42,303 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

**Table D-4. Category 3 Hurricane (2060, Int. High) Storm Surge Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 18.6 | 84.3 | $2,137,802 | $9,669,543 | $11,807,345 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 38.0 | 52.0 | $1,369,384 | $1,874,397 | $3,243,781 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 12.3 | 54.0 | $435,899 | $2,863,753 | $3,299,652 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 20.9 | 79.5 | $72,577 | $276,193 | $348,770 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 15.0 | 49.0 | $136,662 | $446,226 | $582,888 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 19.9 | 77.3 | $679,326 | $2,644,314 | $3,323,640 |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 17.1 | 26.8 | $1,767,599 | $2,773,331 | $4,540,930 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 20.4 | 78.6 | $2,403,193 | $9,272,013 | $11,675,205 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 13.4 | 40.0 | $855,710 | $2,558,940 | $3,414,651 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 11.0 | 85.0 | $868,763 | $6,712,820 | $7,581,582 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 10.0 | 65.0 | $689,006 | $4,477,209 | $5,166,215 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 10.0 | 65.0 | $689,006 | $4,477,209 | $5,166,215 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 9.2 | 64.8 | $2,158,403 | $15,203,681 | $17,362,083 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 5.4 | 29.0 | $161,038 | $870,709 | $1,031,747 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 9.7 | 66.9 | $478,893 | $3,295,732 | $3,774,626 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 10.0 | 67.9 | $753,560 | $5,127,775 | $5,881,335 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 19.0 | 85.0 | $0 | $0 | $0 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.7 | 1.4 | $29,414 | $58,829 | $88,243 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 7.6 | 21.7 | $159,083 | $456,214 | $615,297 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 40.0 | 0.0 | $0 | $0 | $0 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 17.5 | 0.0 | $0 | $0 | $0 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 19.6 | 0.0 | $0 | $0 | $0 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 16.1 | 0.0 | $0 | $0 | $0 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 40.0 | 0.0 | $0 | $0 | $0 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

**Table D-5. Category 3 Hurricane (2070, Int. High) Storm Surge Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 20.8 | 88.6 | $2,385,693 | $10,165,326 | $12,551,019 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 40.1 | 54.1 | $1,447,300 | $1,952,313 | $3,399,613 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 13.1 | 60.2 | $461,338 | $3,188,976 | $3,650,313 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 3.9 | 4.5 | $706,467 | $1,211,086 | $1,917,553 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 23.0 | 83.0 | $80,084 | $288,553 | $368,636 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 16.4 | 58.6 | $149,787 | $534,144 | $683,931 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 22.0 | 81.3 | $750,891 | $2,778,911 | $3,529,803 |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 21.4 | 34.0 | $2,215,156 | $3,519,259 | $5,734,415 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 22.5 | 82.2 | $2,657,880 | $9,696,492 | $12,354,372 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 15.2 | 50.3 | $972,510 | $3,220,919 | $4,193,429 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 11.7 | 90.1 | $925,596 | $7,110,652 | $8,036,248 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 13.1 | 75.1 | $903,553 | $5,170,887 | $6,074,440 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 13.1 | 75.1 | $903,553 | $5,170,887 | $6,074,440 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 9.9 | 67.7 | $2,327,347 | $15,879,460 | $18,206,808 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 6.8 | 36.9 | $204,241 | $1,108,322 | $1,312,563 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 10.4 | 68.9 | $514,383 | $3,394,753 | $3,909,136 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 10.7 | 69.4 | $807,908 | $5,239,017 | $6,046,925 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 22.0 | 91.0 | $0 | $0 | $0 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 4.3 | 11.8 | $182,168 | $503,643 | $685,811 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 11.7 | 34.6 | $246,143 | $728,761 | $974,904 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 12.5 | 0.0 | $0 | $0 | $0 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 40.0 | 0.0 | $0 | $0 | $0 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 40.0 | 0.0 | $0 | $0 | $0 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 40.0 | 0.0 | $0 | $0 | $0 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 4.3 | 0.0 | $0 | $0 | $0 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 40.0 | 0.0 | $0 | $0 | $0 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 40.0 | 0.0 | $0 | $0 | $0 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 4.9 | 0.0 | $0 | $0 | $0 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

**Table D-6. High Tide (2060, Int. High) Flooding Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 0.0 | 3.1 | $0 | $353,475 | $353,475 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 7.1 | 11.1 | $257,196 | $401,124 | $658,320 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 4.0 | 10.9 | $13,762 | $37,812 | $51,574 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 0.6 | 1.1 | $19,492 | $38,984 | $58,475 |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 0.9 | 1.7 | $100,224 | $200,449 | $300,673 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

**Table D-7. 10-Year Precipitation Storm Event (Current) Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 0.0 | 1.5 | $0 | $174,442 | $174,442 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 3.6 | 4.9 | $130,582 | $176,033 | $306,615 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 0.8 | 1.5 | $2,641 | $5,282 | $7,924 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 0.2 | 0.4 | $6,155 | $12,311 | $18,466 |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 0.5 | 0.9 | $54,239 | $108,478 | $162,717 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

**Table D-8. 10-Year Precipitation Storm Event (2060, Int. High), Without Improvements, Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 0.0 | 1.9 | $0 | $220,348 | $220,348 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 4.6 | 6.6 | $166,293 | $239,520 | $405,814 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 0.9 | 1.9 | $3,267 | $6,534 | $9,800 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 0.3 | 0.6 | $9,917 | $19,834 | $29,751 |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 0.6 | 1.1 | $67,209 | $134,419 | $201,628 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

**Table D-9. 10-Year Precipitation Storm Event (2060, Int High), With Improvements, Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_12 | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,350,672 | $9,526,007 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,476,467 | $11,476,467 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_13 | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $3,607,233 | $3,607,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,533,193 | $5,299,790 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $18,116,999 | $27,175,499 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_8 | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $347,533 | $347,533 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_44 | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $911,446 | $911,446 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_10 | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,419,611 | $3,419,611 | 0.3 | 0.6 | $9,917 | $19,834 | $29,751 |
| CA_24 | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $10,360,112 | $10,360,112 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_27 | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $11,791,100 | $11,791,100 | 0.6 | 1.1 | $67,209 | $134,419 | $201,628 |
| CA_28 | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,404,739 | $6,404,739 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $7,893,516 | $7,893,516 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $10,996,683 | $10,996,683 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $1,789,233 | $1,789,233 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $6,886,259 | $6,886,259 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_2 | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $23,464,537 | $23,464,537 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_3 | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $3,000,173 | $3,000,173 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,929,139 | $4,929,139 | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $7,548,333 | $7,548,333 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_6 | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $1,986,764 | $1,986,764 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_7 | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $4,286,060 | $4,286,060 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_9 | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $2,103,460 | $2,103,460 | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_47 | PS-0095 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_48 | PS-0130 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_49 | PS-0131 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_50 | PS-0132 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_51 | PS-0133 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_52 | PS-0134 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_53 | PS-0135 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_54 | PS-0136 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_55 | PS-0137 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_56 | PS-0138 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_57 | PS-0146 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_58 | PS-1029A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_59 | PS-631A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_60 | PS-652A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_61 | PS-653A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_62 | PS-653B | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_63 | PS-858A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

| Asset ID | Asset Name | Asset Class | Building Replacement Cost | Content Replacement Cost | Building Damage Percent | Content Damage Percent | Building Loss | Content Loss | Total Loss |
|---|---|---|---|---|---|---|---|---|---|
| CA_64 | PS-859A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_65 | PS-905A | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |
| CA_66 | PS-1252 | CRITICAL INFRASTRUCTURE | | | 0.0 | 0.0 | $0 | $0 | $0 |

**Table D-10. 100-Year Probabilistic Wind Event Estimated Hazus Impacts**

| Asset ID | Asset Name | Asset Class | Building Loss | Content Loss | Total Loss | Loss of Use (Days) | Damage Probability - Minor | Damage Probability - Moderate | Damage Probability - Severe | Damage Probability - Complete |
|---|---|---|---|---|---|---|---|---|---|---|
| | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $ 7,893,516 | $ 7,893,516 | $ 15,787,031 | 80 | 3.1 | 38.2 | 41.4 | 1.4 |
| | ST. AGNES ACADEMY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 23,464,537 | $ 23,464,537 | $ 46,929,075 | 80 | 3.1 | 38.2 | 41.4 | 1.4 |
| | KEY BISCAYNE K-8 CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 3,000,173 | $ 3,000,173 | $ 6,000,345 | 80 | 3.1 | 38.2 | 41.4 | 1.4 |
| | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 4,929,139 | $ 4,929,139 | $ 9,858,278 | 80 | 3.1 | 38.2 | 41.4 | 1.4 |
| | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 7,548,333 | $ 7,548,333 | $ 15,096,666 | 80 | 3.1 | 38.2 | 41.4 | 1.4 |
| | THE KEEBIS PRESCHOOL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | | | $ - | 80 | 3.1 | 38.2 | 41.4 | 1.4 |
| | MOTIVATING MINDS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 4,286,060 | $ 4,286,060 | $ 8,572,121 | 84 | 3.1 | 37.3 | 42.6 | 1.5 |
| | MOBIL GAS STATION | CRITICAL INFRASTRUCTURE | $ 347,533 | $ 347,533 | $ 695,065 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | SQG WASTE FACILITY -143976 | CRITICAL INFRASTRUCTURE | $ 2,103,460 | $ 2,103,460 | $ 4,206,919 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | CVS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 3,419,611 | $ 3,419,611 | $ 6,839,222 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | VILLAGE GREEN PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | THE PANKEY INSTITUTE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 6,350,672 | $ 9,526,007 | $ 15,876,679 | 67 | 3.8 | 40.7 | 36.4 | 1.0 |
| | BELL SOUTH UTILITY BUILDING | CRITICAL INFRASTRUCTURE | $ 3,607,233 | $ 3,607,233 | $ 7,214,466 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | KEY BISCAYNE SURGERY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 3,533,193 | $ 5,299,790 | $ 8,832,983 | 16 | 6.5 | 40.5 | 30.7 | 3.1 |
| | KEY BISCAYNE FIRE RESCUE DEPT. | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 18,116,999 | $ 27,175,499 | $ 45,292,498 | 0 | 9.4 | 32.3 | 27.6 | 2.8 |
| | KEY BISCAYNE YACHT CLUB INC. | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $ 10,996,683 | $ 10,996,683 | $ 21,993,365 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | CALUSA PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $ 409,290 | $ 409,290 | $ 818,580 | | 0.0 | 0.0 | 0.0 | 0.0 |
| | KEY BISCAYNE BRANCH LIBRARY | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | $ 1,789,233 | $ 1,789,233 | $ 3,578,465 | 67 | 3.8 | 40.7 | 36.4 | 1.0 |
| | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 6,886,259 | $ 6,886,259 | $ 13,772,518 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | KEY BISCAYNE VILLAGE HALL | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 6,886,259 | $ 6,886,259 | $ 13,772,518 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |

| Asset ID | Asset Name | Asset Class | Building Loss | Content Loss | Total Loss | Loss of Use (Days) | Damage Probability - Minor | Damage Probability - Moderate | Damage Probability - Severe | Damage Probability - Complete |
|---|---|---|---|---|---|---|---|---|---|---|
| | MASHTA DRIVE BRIDGE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | KEY BISCAYNE COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 11,476,467 | $ 11,476,467 | $ 22,952,933 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | CRANDON PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | BAPTIST HEALTH URGENT CARE | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 10,360,112 | $ 10,360,112 | $ 20,720,224 | 16 | 6.5 | 40.5 | 30.7 | 3.1 |
| | RICHARD NIXON HELIPAD | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | BISCAYNE BAY AQUATIC PRESERVE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | KEY PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 11,791,100 | $ 11,791,100 | $ 23,582,199 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | ETHOS WELLNESS PHARMACY | CRITICAL COMMUNITY AND EMERGENCY FACILITIES | $ 6,404,739 | $ 6,404,739 | $ 12,809,479 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | CAPE FLORIDA LIGHTHOUSE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | CRANDON BOULEVARD | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | HARBOR DRIVE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | WEST MASHTA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | CAPE FLORIDA DRIVE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | KNOLLWOOD DRIVE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | MARINER DRIVE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | BILL BAGGS CAPE FLORIDA STATE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | LAKE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | BEACH PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | PARADISE PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | HAMPTON PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | HARBOR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | EAST ENID LINEAR PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |

| Asset ID | Asset Name | Asset Class | Building Loss | Content Loss | Total Loss | Loss of Use (Days) | Damage Probability - Minor | Damage Probability - Moderate | Damage Probability - Severe | Damage Probability - Complete |
|---|---|---|---|---|---|---|---|---|---|---|
| | EAST SHORELINES | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | SHELL GAS STATION | CRITICAL INFRASTRUCTURE | $ 911,446 | $ 911,446 | $ 1,822,892 | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | STORMWATER RETENTION POND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | CALUSA PARK ELECTRICAL SUBSTATION | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-0095 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.5 | 29.8 | 45.6 | 0.0 |
| | PS-0130 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-0131 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-0132 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-0133 | CRITICAL INFRASTRUCTURE | | | $ - | 0 | 14.7 | 31.0 | 39.7 | 0.0 |
| | PS-0134 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.5 | 29.8 | 45.6 | 0.0 |
| | PS-0135 | CRITICAL INFRASTRUCTURE | | | $ - | 0 | 15.1 | 31.1 | 38.6 | 0.0 |
| | PS-0136 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-0137 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-0138 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.5 | 29.8 | 45.6 | 0.0 |
| | PS-0146 | CRITICAL INFRASTRUCTURE | | | $ - | 0 | 15.1 | 31.1 | 38.6 | 0.0 |
| | PS-1029A | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.5 | 29.8 | 45.6 | 0.0 |
| | PS-631A | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.5 | 29.8 | 45.6 | 0.0 |
| | PS-652A | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-653A | CRITICAL INFRASTRUCTURE | | | $ - | 0 | 14.7 | 31.0 | 39.7 | 0.0 |
| | PS-653B | CRITICAL INFRASTRUCTURE | | | $ - | 0 | 14.7 | 31.0 | 39.7 | 0.0 |
| | PS-858A | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | PS-859A | CRITICAL INFRASTRUCTURE | | | $ - | 0 | 14.7 | 31.0 | 39.7 | 0.0 |

| Asset ID | Asset Name | Asset Class | Building Loss | Content Loss | Total Loss | Loss of Use (Days) | Damage Probability - Minor | Damage Probability - Moderate | Damage Probability - Severe | Damage Probability - Complete |
|---|---|---|---|---|---|---|---|---|---|---|
| | PS-905A | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.5 | 29.8 | 45.6 | 0.0 |
| | PS-1252 | CRITICAL INFRASTRUCTURE | | | $ - | 1 | 12.9 | 30.1 | 44.5 | 0.0 |
| | MARINER DRIVE BRIDGE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | KNOLLWOOD DRIVE BRIDGE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |
| | CAPE FLORIDA DRIVE BRIDGE | TRANSPORTATION AND EVACUATION ROUTES | | | $ - | | 0.0 | 0.0 | 0.0 | 0.0 |

# Appendix E. Vulnerability Scores

**Tables E-1 through E-6** list the exposure, sensitivity, impact, adaptive capacity, and vulnerability scores for each asset for each Hazus scenario. It is important to note that although a parcel may have floodwaters present, Hazus may not calculate an estimated damage to the structure. For example, if the floodwater does not intersect the building footprint, Hazus will not estimate impacts to the critical community/emergency facility. Further, there may be floodwaters present at the building; however, the flood depth is below the first-floor elevation and therefore Hazus does not estimate damages.

**Table E-1. 100-Year FEMA Flood Scenario Vulnerability Scoring**

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year FEMA - Current (Hazus Scenario 1) | | | | 100-Year FEMA - 2040 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2040 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2060 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_25 | RICHARD NIXON HELIPAD | AIRPORT | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_21 | MASHTA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_67 | MARINER DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_68 | KNOLLWOOD DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_69 | CAPE FLORIDA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_12 | THE PANKEY INSTITUTE | COLLEGE/UNIVERSITY | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_23 | CRANDON PARK | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_26 | BISCAYNE BAY AQUATIC PRESERVE | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_13 | BELL SOUTH UTILITY BUILDING | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_46 | CALUSA PARK ELECTRICAL SUBSTATION | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | EMERGENCY MEDICAL SERVICE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_8 | MOBIL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_44 | SHELL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_10 | CVS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_24 | BAPTIST HEALTH URGENT CARE | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_27 | KEY PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year FEMA - Current (Hazus Scenario 1) | | | | 100-Year FEMA - 2040 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2040 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2060 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_28 | ETHOS WELLNESS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_29 | CAPE FLORIDA LIGHTHOUSE | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | LAW ENFORCEMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | LOCAL GOVERNMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_30 | CRANDON BOULEVARD | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_31 | HARBOR DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_32 | WEST MASHTA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_33 | CAPE FLORIDA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_34 | KNOLLWOOD DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_35 | MARINER DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_11 | VILLAGE GREEN PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_17 | CALUSA PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_36 | BILL BAGGS CAPE FLORIDA STATE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_37 | LAKE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_38 | BEACH PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year FEMA - Current (Hazus Scenario 1) | | | | 100-Year FEMA - 2040 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2040 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2060 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_39 | PARADISE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_40 | HAMPTON PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_41 | HARBOR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_42 | EAST ENID LINEAR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_2 | ST. AGNES ACADEMY | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_3 | KEY BISCAYNE K-8 CENTER | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_6 | THE KEEBIS PRESCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_7 | MOTIVATING MINDS | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_43 | EAST SHORELINES | SHORELINE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_9 | SQG WASTE FACILITY -143976 | SOLID AND HAZARDOUS WASTE | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_45 | STORMWATER RETENTION POND | SURFACE WATER | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_47 | PS-0095 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_48 | PS-0130 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_49 | PS-0131 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_50 | PS-0132 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_51 | PS-0133 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year FEMA - Current (Hazus Scenario 1) | | | | 100-Year FEMA - 2040 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2040 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2060 Int. High (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. Low (NOAA 2017) | | | | 100-Year FEMA - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_52 | PS-0134 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_53 | PS-0135 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_54 | PS-0136 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_55 | PS-0137 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_56 | PS-0138 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_57 | PS-0146 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 |
| CA_58 | PS-1029A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_59 | PS-631A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 |
| CA_60 | PS-652A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_61 | PS-653A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_62 | PS-653B | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_63 | PS-858A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_64 | PS-859A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_65 | PS-905A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_66 | PS-1252 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |

E = Exposure; S = Sensitivity; AC = Adaptive Capacity; V = Vulnerability
WWTF = Wastewater Treatment Facility

**Table E-2. Category 3 Storm Surge Flood Scenario Vulnerability Scoring**

| Asset ID | Asset Name | Asset Type | Asset Class | Category 3 - Current (Hazus Scenario 2) | | | | Category 3 - 2040 Int. Low (NOAA 2017) | | | | Category 3 - 2040 Int. High (NOAA 2017) | | | | Category 3 - 2060 Int. High (NOAA 2017) | | | | Category 3 - 2070 Int. Low (NOAA 2017) | | | | Category 3 - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_25 | RICHARD NIXON HELIPAD | AIRPORT | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_21 | MASHTA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_67 | MARINER DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_68 | KNOLLWOOD DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_69 | CAPE FLORIDA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_12 | THE PANKEY INSTITUTE | COLLEGE/UNIVERSITY | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_23 | CRANDON PARK | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_26 | BISCAYNE BAY AQUATIC PRESERVE | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_13 | BELL SOUTH UTILITY BUILDING | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_46 | CALUSA PARK ELECTRICAL SUBSTATION | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | EMERGENCY MEDICAL SERVICE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_8 | MOBIL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_44 | SHELL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 |
| CA_10 | CVS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_24 | BAPTIST HEALTH URGENT CARE | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_27 | KEY PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | Category 3 - Current (Hazus Scenario 2) | | | | Category 3 - 2040 Int. Low (NOAA 2017) | | | | Category 3 - 2040 Int. High (NOAA 2017) | | | | Category 3 - 2060 Int. High (NOAA 2017) | | | | Category 3 - 2070 Int. Low (NOAA 2017) | | | | Category 3 - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_28 | ETHOS WELLNESS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_29 | CAPE FLORIDA LIGHTHOUSE | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | LAW ENFORCEMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | LOCAL GOVERNMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_30 | CRANDON BOULEVARD | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_31 | HARBOR DR | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_32 | WEST MASHTA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_33 | CAPE FLORIDA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_34 | KNOLLWOOD DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_35 | MARINER DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_11 | VILLAGE GREEN PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_17 | CALUSA PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_36 | BILL BAGGS CAPE FLORIDA STATE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_37 | LAKE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_38 | BEACH PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | Category 3 - Current (Hazus Scenario 2) | | | | Category 3 - 2040 Int. Low (NOAA 2017) | | | | Category 3 - 2040 Int. High (NOAA 2017) | | | | Category 3 - 2060 Int. High (NOAA 2017) | | | | Category 3 - 2070 Int. Low (NOAA 2017) | | | | Category 3 - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_39 | PARADISE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_40 | HAMPTON PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_41 | HARBOR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_42 | EAST ENID LINEAR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_2 | ST. AGNES ACADEMY | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_3 | KEY BISCAYNE K-8 CENTER | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_6 | THE KEEBIS PRESCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_7 | MOTIVATING MINDS | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 |
| CA_43 | EAST SHORELINES | SHORELINE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_9 | SQG WASTE FACILITY -143976 | SOLID AND HAZARDOUS WASTE | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 |
| CA_45 | STORMWATER RETENTION POND | SURFACE WATER | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_47 | PS-0095 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_48 | PS-0130 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_49 | PS-0131 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_50 | PS-0132 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_51 | PS-0133 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |

| Asset ID | Asset Name | Asset Type | Asset Class | Category 3 - Current (Hazus Scenario 2) | | | | Category 3 - 2040 Int. Low (NOAA 2017) | | | | Category 3 - 2040 Int. High (NOAA 2017) | | | | Category 3 - 2060 Int. High (NOAA 2017) | | | | Category 3 - 2070 Int. Low (NOAA 2017) | | | | Category 3 - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_52 | PS-0134 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_53 | PS-0135 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_54 | PS-0136 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_55 | PS-0137 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_56 | PS-0138 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_57 | PS-0146 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_58 | PS-1029A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_59 | PS-631A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_60 | PS-652A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_61 | PS-653A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_62 | PS-653B | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_63 | PS-858A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_64 | PS-859A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_65 | PS-905A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_66 | PS-1252 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 |

E = Exposure; S = Sensitivity; AC = Adaptive Capacity; V = Vulnerability
WWTF = Wastewater Treatment Facility

**Table E-3. High Tide Flood Scenario Vulnerability Scoring**

| Asset ID | Asset Name | Asset Type | Asset Class | High Tide - Current | | | | High Tide - 2040 Int. Low (NOAA 2017) | | | | High Tide- 2040 Int. High (NOAA 2017) | | | | High Tide - 2060 Int. High (NOAA 2017) | | | | High Tide - 2070 Int. Low (NOAA 2017) | | | | High Tide - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_25 | RICHARD NIXON HELIPAD | AIRPORT | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 2 | 0 | 3 |
| CA_21 | MASHTA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_67 | MARINER DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 2 | 0 | 3 | 0 | 1 | 0 | 1 | 1 | 3 | 0 | 4 |
| CA_68 | KNOLLWOOD DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_69 | CAPE FLORIDA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 2 | 0 | 3 | 0 | 1 | 0 | 1 | 1 | 3 | 0 | 4 |
| CA_12 | THE PANKEY INSTITUTE | COLLEGE/UNIVERSITY | CRITICAL COMMUNITY AND EMERGENCY | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_23 | CRANDON PARK | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_26 | BISCAYNE BAY AQUATIC PRESERVE | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_13 | BELL SOUTH UTILITY BUILDING | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_46 | CALUSA PARK ELECTRICAL SUBSTATION | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | EMERGENCY MEDICAL SERVICE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_8 | MOBIL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_44 | SHELL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_10 | CVS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_24 | BAPTIST HEALTH URGENT CARE | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_27 | KEY PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |

| Asset ID | Asset Name | Asset Type | Asset Class | High Tide - Current | | | | High Tide - 2040 Int. Low (NOAA 2017) | | | | High Tide- 2040 Int. High (NOAA 2017) | | | | High Tide - 2060 Int. High (NOAA 2017) | | | | High Tide - 2070 Int. Low (NOAA 2017) | | | | High Tide - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_28 | ETHOS WELLNESS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_29 | CAPE FLORIDA LIGHTHOUSE | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | LAW ENFORCEMENT | CRITICAL COMMUNITY AND EMERGENCY | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | LOCAL GOVERNMENT | CRITICAL COMMUNITY AND EMERGENCY | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_30 | CRANDON BOULEVARD | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_31 | HARBOR DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_32 | WEST MASHTA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_33 | CAPE FLORIDA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_34 | KNOLLWOOD DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_35 | MARINER DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_11 | VILLAGE GREEN PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 |
| CA_17 | CALUSA PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_36 | BILL BAGGS CAPE FLORIDA STATE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_37 | LAKE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | High Tide - Current | | | | High Tide - 2040 Int. Low (NOAA 2017) | | | | High Tide- 2040 Int. High (NOAA 2017) | | | | High Tide - 2060 Int. High (NOAA 2017) | | | | High Tide - 2070 Int. Low (NOAA 2017) | | | | High Tide - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_38 | BEACH PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 2 | 0 | 3 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_39 | PARADISE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_40 | HAMPTON PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_41 | HARBOR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_42 | EAST ENID LINEAR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_2 | ST. AGNES ACADEMY | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_3 | KEY BISCAYNE K-8 CENTER | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_6 | THE KEEBIS PRESCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_7 | MOTIVATING MINDS | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_43 | EAST SHORELINES | SHORELINE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_9 | SQG WASTE FACILITY - 143976 | SOLID AND HAZARDOUS WASTE | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_45 | STORMWATER RETENTION POND | SURFACE WATER | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_47 | PS-0095 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_48 | PS-0130 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_49 | PS-0131 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_50 | PS-0132 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |

| Asset ID | Asset Name | Asset Type | Asset Class | High Tide - Current | | | | High Tide - 2040 Int. Low (NOAA 2017) | | | | High Tide- 2040 Int. High (NOAA 2017) | | | | High Tide - 2060 Int. High (NOAA 2017) | | | | High Tide - 2070 Int. Low (NOAA 2017) | | | | High Tide - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_51 | PS-0133 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_52 | PS-0134 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_53 | PS-0135 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_54 | PS-0136 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_55 | PS-0137 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_56 | PS-0138 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_57 | PS-0146 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_58 | PS-1029A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_59 | PS-631A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_60 | PS-652A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_61 | PS-653A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_62 | PS-653B | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_63 | PS-858A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_64 | PS-859A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_65 | PS-905A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_66 | PS-1252 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |

E = Exposure; S = Sensitivity; AC = Adaptive Capacity; V = Vulnerability
WWTF = Wastewater Treatment Facility

**Table E-4. Tidal Flooding Vulnerability Scoring**

| Asset ID | Asset Name | Asset Type | Asset Class | Tidal Flooding - Current | | | | Tidal Flooding - 2040 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2040 Int. High (NOAA 2017) | | | | Tidal Flooding - 2060 Int. High (NOAA 2017) | | | | Tidal Flooding - 2070 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_25 | RICHARD NIXON HELIPAD | AIRPORT | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_21 | MASHTA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_67 | MARINER DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_68 | KNOLLWOOD DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_69 | CAPE FLORIDA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_12 | THE PANKEY INSTITUTE | COLLEGE/UNIVERSITY | CRITICAL COMMUNITY AND EMERGENCY | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_23 | CRANDON PARK | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_26 | BISCAYNE BAY AQUATIC PRESERVE | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_13 | BELL SOUTH UTILITY BUILDING | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_46 | CALUSA PARK ELECTRICAL SUBSTATION | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | EMERGENCY MEDICAL SERVICE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_8 | MOBIL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_44 | SHELL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_10 | CVS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_24 | BAPTIST HEALTH URGENT CARE | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_27 | KEY PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | Tidal Flooding - Current | | | | Tidal Flooding - 2040 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2040 Int. High (NOAA 2017) | | | | Tidal Flooding - 2060 Int. High (NOAA 2017) | | | | Tidal Flooding - 2070 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_28 | ETHOS WELLNESS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_29 | CAPE FLORIDA LIGHTHOUSE | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | LAW ENFORCEMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | LOCAL GOVERNMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_30 | CRANDON BOULEVARD | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_31 | HARBOR DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 3 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_32 | WEST MASHTA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 3 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_33 | CAPE FLORIDA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_34 | KNOLLWOOD DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_35 | MARINER DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_11 | VILLAGE GREEN PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_17 | CALUSA PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_36 | BILL BAGGS CAPE FLORIDA STATE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_37 | LAKE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | Tidal Flooding - Current | | | | Tidal Flooding - 2040 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2040 Int. High (NOAA 2017) | | | | Tidal Flooding - 2060 Int. High (NOAA 2017) | | | | Tidal Flooding - 2070 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_38 | BEACH PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_39 | PARADISE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_40 | HAMPTON PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_41 | HARBOR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_42 | EAST ENID LINEAR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_2 | ST. AGNES ACADEMY | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_3 | KEY BISCAYNE K-8 CENTER | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_6 | THE KEEBIS PRESCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_7 | MOTIVATING MINDS | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_43 | EAST SHORELINES | SHORELINE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_9 | SQG WASTE FACILITY - 143976 | SOLID AND HAZARDOUS WASTE | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 |
| CA_45 | STORMWATER RETENTION POND | SURFACE WATER | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_47 | PS-0095 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_48 | PS-0130 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_49 | PS-0131 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_50 | PS-0132 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 2 | 0 | 2 | 0 | 3 | 0 | 3 |

| Asset ID | Asset Name | Asset Type | Asset Class | Tidal Flooding - Current | | | | Tidal Flooding - 2040 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2040 Int. High (NOAA 2017) | | | | Tidal Flooding - 2060 Int. High (NOAA 2017) | | | | Tidal Flooding - 2070 Int. Low (NOAA 2017) | | | | Tidal Flooding - 2070 Int. High (NOAA 2017) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_51 | PS-0133 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_52 | PS-0134 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_53 | PS-0135 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_54 | PS-0136 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 |
| CA_55 | PS-0137 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 2 | 0 | 2 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |
| CA_56 | PS-0138 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_57 | PS-0146 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_58 | PS-1029A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_59 | PS-631A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_60 | PS-652A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_61 | PS-653A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_62 | PS-653B | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_63 | PS-858A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_64 | PS-859A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 | 1 | 3 | 0 | 4 |
| CA_65 | PS-905A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 |
| CA_66 | PS-1252 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 |

E = Exposure; S = Sensitivity; AC = Adaptive Capacity; V = Vulnerability
WWTF = Wastewater Treatment Facility

**Table E-5. Precipitation Vulnerability Scoring**

| Asset ID | Asset Name | Asset Type | Asset Class | Precipitation Existing Conditions (Hazus Scenario 7) | | | | Precipitation - 2060 Int. High (NOAA 2017) Without Improvements (Hazus Scenario 8) | | | | Precipitation - 2060 Int. High (NOAA 2017) With Improvements (Hazus Scenario 9) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_25 | RICHARD NIXON HELIPAD | AIRPORT | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_21 | MASHTA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_67 | MARINER DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_68 | KNOLLWOOD DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_69 | CAPE FLORIDA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_12 | THE PANKEY INSTITUTE | COLLEGE/UNIVERSITY | CRITICAL COMMUNITY AND EMERGENCY | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_23 | CRANDON PARK | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_26 | BISCAYNE BAY AQUATIC PRESERVE | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_13 | BELL SOUTH UTILITY BUILDING | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_46 | CALUSA PARK ELECTRICAL SUBSTATION | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | EMERGENCY MEDICAL SERVICE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_8 | MOBIL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_44 | SHELL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_10 | CVS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_24 | BAPTIST HEALTH URGENT CARE | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_27 | KEY PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_28 | ETHOS WELLNESS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 0 | 1 | 0 | 1 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |

| Asset ID | Asset Name | Asset Type | Asset Class | Precipitation Existing Conditions (Hazus Scenario 7) | | | | Precipitation - 2060 Int. High (NOAA 2017) Without Improvements (Hazus Scenario 8) | | | | Precipitation - 2060 Int. High (NOAA 2017) With Improvements (Hazus Scenario 9) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 1 | 0 | 2 | 1 | 2 | 0 | 3 | 0 | 2 | 0 | 2 |
| CA_29 | CAPE FLORIDA LIGHTHOUSE | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | LAW ENFORCEMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | LOCAL GOVERNMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_30 | CRANDON BOULEVARD | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_31 | HARBOR DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 |
| CA_32 | WEST MASHTA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 |
| CA_33 | CAPE FLORIDA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_34 | KNOLLWOOD DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_35 | MARINER DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 2 | 0 | 3 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_11 | VILLAGE GREEN PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_17 | CALUSA PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_36 | BILL BAGGS CAPE FLORIDA STATE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_37 | LAKE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 |
| CA_38 | BEACH PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 2 | 0 | 3 |
| CA_39 | PARADISE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 0 | 1 | 0 | 1 |
| CA_40 | HAMPTON PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_41 | HARBOR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 0 | 1 | 0 | 1 |
| CA_42 | EAST ENID LINEAR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_2 | ST. AGNES ACADEMY | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_3 | KEY BISCAYNE K-8 CENTER | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |

| Asset ID | Asset Name | Asset Type | Asset Class | Precipitation Existing Conditions (Hazus Scenario 7) | | | | Precipitation - 2060 Int. High (NOAA 2017) Without Improvements (Hazus Scenario 8) | | | | Precipitation - 2060 Int. High (NOAA 2017) With Improvements (Hazus Scenario 9) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_6 | THE KEEBIS PRESCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_7 | MOTIVATING MINDS | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_43 | EAST SHORELINES | SHORELINE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_9 | SQG WASTE FACILITY -143976 | SOLID AND HAZARDOUS WASTE | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_45 | STORMWATER RETENTION POND | SURFACE WATER | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 | 1 | 3 | 0 | 4 | 1 | 1 | 0 | 2 |
| CA_47 | PS-0095 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_48 | PS-0130 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_49 | PS-0131 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_50 | PS-0132 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_51 | PS-0133 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_52 | PS-0134 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_53 | PS-0135 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_54 | PS-0136 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_55 | PS-0137 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 1 | 1 | 0 | 2 |
| CA_56 | PS-0138 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_57 | PS-0146 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_58 | PS-1029A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_59 | PS-631A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_60 | PS-652A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |

| Asset ID | Asset Name | Asset Type | Asset Class | Precipitation Existing Conditions (Hazus Scenario 7) | | | | Precipitation - 2060 Int. High (NOAA 2017) Without Improvements (Hazus Scenario 8) | | | | Precipitation - 2060 Int. High (NOAA 2017) With Improvements (Hazus Scenario 9) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V | E | S | AC | V | E | S | AC | V |
| CA_61 | PS-653A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_62 | PS-653B | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 |
| CA_63 | PS-858A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 1 | 0 | 2 | 1 | 1 | 0 | 2 | 0 | 1 | 0 | 1 |
| CA_64 | PS-859A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_65 | PS-905A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |
| CA_66 | PS-1252 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 |

E = Exposure; S = Sensitivity; AC = Adaptive Capacity; V = Vulnerability
WWTF = Wastewater Treatment Facility

[1] NOAA High Resolution Land Cover Data, available at: https://coastalimagery.blob.core.windows.net/ccap-landcover/CCAP_bulk_download/High_Resolution_Land_Cover/index.html.

**Table E-6. Hurricane Wind Vulnerability Scoring**

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year Wind Event (Hazus Scenario 10) | | | |
|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V |
| CA_25 | RICHARD NIXON HELIPAD | AIRPORT | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_21 | MASHTA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_67 | MARINER DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_68 | KNOLLWOOD DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_69 | CAPE FLORIDA DRIVE BRIDGE | BRIDGE | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_12 | THE PANKEY INSTITUTE | COLLEGE/UNIVERSITY | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_22 | KEY BISCAYNE COMMUNITY CENTER | COMMUNITY CENTER | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_23 | CRANDON PARK | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 |
| CA_26 | BISCAYNE BAY AQUATIC PRESERVE | CONSERVATION LAND | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 |
| CA_13 | BELL SOUTH UTILITY BUILDING | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_46 | CALUSA PARK ELECTRICAL SUBSTATION | ELECTRIC PRODUCTION AND SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 0 | 0 | 1 |
| CA_14 | KEY BISCAYNE SURGERY CENTER | EMERGENCY MEDICAL SERVICE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year Wind Event (Hazus Scenario 10) | | | |
|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V |
| CA_15 | KEY BISCAYNE FIRE RESCUE DEPT. | FIRE STATIONS | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_8 | MOBIL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_44 | SHELL GAS STATION | FUEL SUPPLY | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_10 | CVS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_24 | BAPTIST HEALTH URGENT CARE | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_27 | KEY PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_28 | ETHOS WELLNESS PHARMACY | HEALTH CARE | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_1 | KEY BISCAYNE PRESBYTERIAN CHURCH AND SCHOOL | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 |
| CA_16 | KEY BISCAYNE YACHT CLUB INC. | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_18 | KEY BISCAYNE BRANCH LIBRARY | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 |
| CA_29 | CAPE FLORIDA LIGHTHOUSE | HISTORICAL AND CULTURAL | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_19 | KEY BISCAYNE POLICE DEPT. HEADQUARTERS | LAW ENFORCEMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_20 | KEY BISCAYNE VILLAGE HALL | LOCAL GOVERNMENT | CRITICAL COMMUNITY AND EMERGENCY | 1 | 0 | 0 | 1 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year Wind Event (Hazus Scenario 10) | | | |
|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V |
| CA_30 | CRANDON BOULEVARD | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 0 | 0 | 1 |
| CA_31 | HARBOR DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_32 | WEST MASHTA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_33 | CAPE FLORIDA DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 3 | 0 | 4 |
| CA_34 | KNOLLWOOD DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 0 | 0 | 1 |
| CA_35 | MARINER DRIVE | MAJOR ROADWAY | TRANSPORTATION AND EVACUATION ROUTE | 1 | 0 | 0 | 1 |
| CA_11 | VILLAGE GREEN PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_17 | CALUSA PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_36 | BILL BAGGS CAPE FLORIDA STATE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_37 | LAKE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_38 | BEACH PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_39 | PARADISE PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year Wind Event (Hazus Scenario 10) | | | |
|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V |
| CA_40 | HAMPTON PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_41 | HARBOR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_42 | EAST ENID LINEAR PARK | PARK | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 0 | 0 | 1 |
| CA_2 | ST. AGNES ACADEMY | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 0 | 0 | 1 |
| CA_3 | KEY BISCAYNE K-8 CENTER | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 0 | 0 | 1 |
| CA_4 | KEY BISCAYNE COMMUNITY CHURCH DAY SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 0 | 0 | 1 |
| CA_5 | ST. CHRISTOPHER'S BY-THE-SEA EPISCOPAL MONTESSORI SCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_6 | THE KEEBIS PRESCHOOL | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 0 | 0 | 1 |
| CA_7 | MOTIVATING MINDS | SCHOOL | CRITICAL COMMUNITY AND EMERGENCY | 1 | 3 | 0 | 4 |
| CA_43 | EAST SHORELINES | SHORELINE | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 |
| CA_9 | SQG WASTE FACILITY -143976 | SOLID AND HAZARDOUS WASTE | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_45 | STORMWATER RETENTION POND | SURFACE WATER | NATURAL, CULTURAL, AND HISTORICAL RESOURCE | 1 | 3 | 0 | 4 |
| CA_47 | PS-0095 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year Wind Event (Hazus Scenario 10) | | | |
|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V |
| CA_48 | PS-0130 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_49 | PS-0131 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_50 | PS-0132 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_51 | PS-0133 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_52 | PS-0134 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_53 | PS-0135 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_54 | PS-0136 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_55 | PS-0137 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_56 | PS-0138 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_57 | PS-0146 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_58 | PS-1029A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_59 | PS-631A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_60 | PS-652A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_61 | PS-653A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_62 | PS-653B | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |

| Asset ID | Asset Name | Asset Type | Asset Class | 100-Year Wind Event (Hazus Scenario 10) | | | |
|---|---|---|---|---|---|---|---|
| | | | | E | S | AC | V |
| CA_63 | PS-858A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 3 | 0 | 4 |
| CA_64 | PS-859A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 0 | 0 | 1 |
| CA_65 | PS-905A | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 0 | 0 | 1 |
| CA_66 | PS-1252 | WWTF AND LIFT STATION | CRITICAL INFRASTRUCTURE | 1 | 0 | 0 | 1 |

E = Exposure; S = Sensitivity; AC = Adaptive Capacity; V = Vulnerability
WWTF = Wastewater Treatment Facility

# Appendix F. Focus Areas

This appendix includes a map depicting the identified focus areas in the Village.

N

0 0.1 0.3 0.5 Miles

Utilities-
Wastewater
and Electric

Crandon
Boulevard/
Rickenbacker
Causeway

Harbor Drive

Village
Center

Shoreline

BRIZAGA

BLACK & VEATCH

# Critical Asset Prioritization
# Focus Areas Map
# Village of Key Biscayne

Focus Area Critical Assets

Critical Assets Outside of Focus Areas

*Not mapped: Lift stations/wastewater plant

*To ensure scale accuracy, this map should be printed on 11 x 17 inch paper at actual size.*

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 19, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Authorization for Expenditure of Funds and Issuance of Purchase Order to Designer Landscapes of the Palm Beaches for Tree Planting

## RECOMMENDATION

I recommend that the Village Council provide authorization for expenditure of funds in an amount not to exceed $74,900.00 for planting of shade trees and three months of watering services for all newly planted trees. I further recommend the Village Council provide authorization for the issuance of a Purchase Order to Designer Landscapes of the Palm Beaches, the second lowest responsive and responsible bidder (Exhibit A).

The funding will originate from the Village's FY24 Public Works Operational Budget. This project is partially funded by the NEAT Streets Grant Award (Grant) for a maximum reimbursable total amount of $67,407. The Village is responsible for matching the Grant amount and all additional costs in excess of the combined project total of $134,814.

## BACKGROUND

On June 25, 2024, Resolution No. 2024-33 was approved by the Council accepting the receipt of a matching grant award from the 2024 Green Miami-Dade County Matching Grant program in the amount of $67,407 (Exhibit B).

As a result of this program, approximately 107 shade street trees will be planted throughout the Village (Exhibit C). Staff has evaluated quotes received for planting services to include three (3) months of watering for each of the tree species. Quote amounts received from the five (5) responsive companies are as follows:

| COMPANY | AMOUNT |
|---|---|
| Gorgeous Landscapes & Lawns, Inc. | $140,254.00 |
| Coco Tree Service Corp. | $179,867.00 |
| Designer Landscapes of the Palm Beaches | $74,900.00 |
| General Mow | $73,461.22 |
| VisualScape, Inc. | $119,547.00 |
| Bright View | $162,183.59 |

Many factors were taken into consideration in making a recommendation, including turnaround times for the furnishing, installation, staking, and watering of the trees. Of the 6 companies who submitted a quote, the top 3 companies with the lowest prices were evaluated. While General Mow provides the lowest price overall, their time frames are slightly longer for turnaround times compared to that of the 2 other companies. And while Visualscape's turnaround times are slightly quicker for project completion and for the replacement of trees during the 12-month period, their higher quote makes Designer Landscapes of the Palm Beaches the most suitable in terms of furnishing, installing, staking, watering and overall project completion. Below is a table showing the price comparison along with the turnaround times for each company:

| COMPANY | AMOUNT | Begin Planting | Watering (Days/Week) | Replacement Trees | Expected Date of Completion |
|---|---|---|---|---|---|
| Designer Landscapes of the Palm Beaches | $74,900.00 | 2 weeks | 5 days | 1 week | 30 days |
| General Mow | $73,461.22 | 2-3 weeks | 3 days | 2-3 weeks | 45 days |
| VisualScape, Inc. | $119,547.00 | 2 weeks | 3 days | 3 days | 7 days |

**Funding Summary:**

The tree planting and watering services will be funded by the Village's FY24 Public Works Operational budget line item 001-41-541-34002. After project completion and acceptance, $67,407 will be requested for reimbursement from the 2024 Green Miami-Dade County Matching Grant program.

| Budget Line | Item | FY24 Available (as of 8/12/2024) |
|---|---|---|
| 001-41-541-34002 | Public Works Operational budget – Tree Trimming and Replacement | $142,097 |

**Recommendation:**

I recommend authorization of expenditure of funds in the amount of $134,814 and issuance of a purchase order to Designer Landscapes of the Palm Beaches for the procurement and installation of approximately 107 shade trees inclusive of a one-year warranty and three (3) months of watering for establishment.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING DESIGNER LANDSCAPES OF THE PALM BEACHES INC. FOR PLANTING OF NEW TREES AND RELATED WATERING SERVICES IN AN AMOUNT NOT TO EXCEED $74,900; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne (the "Village") desires planting of approximately 107 new trees and three months of related watering services (the "Services"); and

**WHEREAS,** the Village solicited and received six (6) quotes for the Services; and

**WHEREAS**, after review and evaluation of the quotes submitted, staff recommended Designer Landscapes of the Palm Beaches, Inc. (the "Contractor") as the lowest, most responsive and responsible firm for the Services; and

**WHEREAS**, the Village Council desires to select the Contractor to provide the Services and authorize the Village Manager to negotiate and execute an agreement with the Contractor, based on the quote attached hereto as Exhibit "A," in an amount not to exceed $74,900 (the "Quote"); and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Selection.** That the Village Council hereby selects the Contractor for the Services.

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed $74,900, based on the Quote attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next lowest, responsive, and responsible bidder, until an agreement in the best interest of the Village is reached.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Exhibit A

Click here to find out how Euna Procurement can better help your purchasing team

# Suppliers

## Quote Recipients (4)

Category
Submitted Quote

Name

**Coco Tree Service, Corp**
MIAMI, FL
Quote Total : $176550
Response Date : 07/22/2024

**Designer Landscapes of the Palm Beaches**
West Palm Beach, FL
Quote Total : $74900
Response Date : 07/21/2024

**General Mow**
Miami Lakes, FL
Quote Total : $73461.22
Response Date : 07/22/2024

**VisualScape Inc.**
Hialeah, FL
Quote Total : $119547
Response Date : 07/22/2024

## Supplier Details

| | |
|---|---|
| **Response Submitted By** | Designer Landscapes of the Palm Beaches |
| **Preparer** | Oneal Coombs |
| **Address** | 4569 129 Ave North, West Palm Beach, FL 33411, United States of America |
| **Phone** | 561-577-0077 |
| **Email** | designerlandscapes@comcast.net |
| **Price** | $74900 |
| **Status Notes** | Submitted Quote |

Click here to find out how Euna Procurement can better help your purchasing team

## Quote Breakdown (10)

| # | Description | Quantity | Price (Per UOM) | Subtotals | Award Status |
|---|---|---|---|---|---|
| 1 | Green Buttonwood | 11 Each | $700.000 | $7,700.00 | |
| 2 | Seagrape | 9 Each | $700.000 | $6,300.00 | |
| 3 | Mahogany | 13 Each | $700.000 | $9,100.00 | |
| 4 | Live Oak | 14 Each | $700.000 | $9,800.00 | |
| 5 | Satin Leaf | 2 Each | $700.000 | $1,400.00 | |
| 6 | Gumbo Limbo | 3 Each | $700.000 | $2,100.00 | |
| 7 | Royal Poinciana | 16 Each | $700.000 | $11,200.00 | |
| 8 | Pink Tabebuia | 12 Each | $700.000 | $8,400.00 | |
| 9 | Pigeon Plum | 25 Each | $700.000 | $17,500.00 | |
| 10 | Lysiloma | 2 Each | $700.000 | $1,400.00 | |

Subtotals will be rounded up to the nearest cent **Total** **$74,900.00**

Award

## Additional Supplier Information

**Delivery Details** After Receipt of Order (ARO)

**Additional Details**

## Buyer Information

**Additional Specifications**

• Deliver and plant listed trees at designated locations throughout the Village of Key Biscayne. • Work is inclusive of site preparation, installation/staking, watering/maintenance, and minimum of a twelve (12) month warranty. • The trees shall be at least 2.5 inches in DBH and 14 feet in height. Price must be inclusive of mulch, stakes and rental of auger. • See Bid Sheet for additional information.

**Insurance and Additional Requirements** See Bid Package

**Terms and Conditions** See Bid Package

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Franklin H. Caplan,** *Vice Mayor*
**Brett G. Moss**
**Edward London**
**Allison McCormick**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Authorization for approval for Debris Monitor

## RECOMMENDATION

I recommend the Village Council authorize the Village Manager to negotiate an agreement with Debris Tech LLC. as the primary contractor and as a back-up Workforce Group LLC. for Debris Monitoring and GrantWorks Inc. for Emergency Management Planning and Public Assistance Consulting Services, for the Disaster Debris Monitoring Services. The proposed agreement will be for an initial three (3) year term with two (2) optional one-year extensions.

## BACKGROUND

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services. The Village issued an RFP on May 14, 2024. The RFP was posted to the Village's website and Notice Board, DemandStar and Miami Herald. The RFP allows potential vendors to submit their best proposal based on the scope of services for goods or services where pricing is not the primary factor. It allows the Village the opportunity to negotiate the best and final offer.

## SCOPE OF WORK

The Village intends to select a qualified contractor to perform emergency debris removal monitoring to include Collection Monitoring, Temporary Debris Staging and Reduction ("TDSR") site monitoring, Residential Debris Drop-off Site ("RDDS") monitoring, data reporting, Public Assistance and Emergency Management Services and other related services.

To qualify for award, prospective Proposers were required to:

A. Have a minimum of 5 years' experience with qualifications in debris monitoring services, including knowledge of FEMA reimbursement procedures.
B. Provide qualified staff and management team to manage and execute the program with extent access to available resources.
C. Be a licensed, permitted, certifications and insured vendor/business in the State of Florida.
D. Demonstrate financial stability.

EVALUATION AND RANKING PROCESS

On June 25, 2024, three (3) proposals were received from the following firms:

| No. | Proposer | Years Experience | Pricing is based on hourly rates and unit items needed for servicing the Village. |
|---|---|---|---|
| 1. | Debris Tech LLC. | 14 | |
| 2. | Workforce Group LLC. | 45 | |
| 3. | GrantWorks Inc. | 10 | |

The Evaluation Committee comprised of the following individuals:

1. Eric Lang, Fire Chief
2. Jeremy Calleros Gauger, Building and Zoning Director
3. Frank Sousa, Chief of Police
4. Joe Fernandes, Deputy Fire Chief
5. Juan Gutierrez, HR Director

Procurement performed a due diligence review of the proposals and found all proposals responsive, with no material defects in their proposals, nor in the Proposers' qualifications. Each Proposer is appropriately licensed and qualified to do the work, provide the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Proposers were incapable of performing the services.

The Evaluation Committee was provided the proposals and on July 15, 2024, conducted its first meeting to discuss, review, hear presentations, score, and/or rank the proposals. After discussion on each Proposer the committee members proceed to score after receiving instructions.

The committee members proceed to score/rank the Proposers on the following:

a. Experience and qualifications in debris removal services, including knowledge of FEMA reimbursement procedures, experience/Work Reference of Entity – 40 pts.
b. Past performance or with others – 15 pts.
c. Proposed methodology – 15 pts.
d. Resources and availability – 15 pts.

The committee members proceeded to score the Proposal in the following order:

| Committee Member | Debris Tech LLC. | | GrantWorks Inc. | | The Workforce Group LLC. | |
|---|---|---|---|---|---|---|
| | SCORES PRIOR TO FINANCIALS | | | | | |
| | Scores | | Scores | | Scores | |
| Jeremy Calleros Gauger | 75 | | 45 | | 35 | |
| Eric Lang | 69 | | 57 | | 48 | |
| Frank Sousa | 78 | | 50 | | 37 | |
| Joe Fernandez | 82 | | 63 | | 70 | |
| Juan Gutierrez | 70 | | 41 | | 31 | |
| Total | 274 | | 256 | | 221 | |
| | SCORES AND RANKING WITH FINANCIAL | | | | | |
| | Scores | Rank | Scores | Rank | Scores | Rank |
| Jeremy Calleros Gauger | 82.50 | 1 | 64.50 | 2 | 61.60 | 3 |
| Eric Lang | 88.50 | 1 | 52.50 | 2 | 48.60 | 3 |
| Frank Sousa | 91.50 | 1 | 57.50 | 2 | 45.60 | 3 |
| Joe Fernandez | 95.50 | 1 | 70.50 | 3 | 83.60 | 2 |
| Juan Gutierrez | 83.50 | 1 | 48.50 | 2 | 44.60 | 3 |
| Total Scores and Ranking | 441.50 | 5 | 293.50 | 11 | 284.00 | 14 |
| **Final Ranking** | **1** | | **2** | | **3** | |
| | **Debris Tech LLC.** | | **GrantWorks Inc.** | | **The Workforce Group LLC.** | |

Proposers was scored out of 500 points then ranked with no. 1 being most favorable in the following order:

1. Debris Tech LLC. – 441.50 points
2. GrantWorks Inc. – 293.50 points
3. The Workforce Group LLC. – 284.00 points

After reviewing the scores and ranking the committee members felt the Village would be best served by contracting with the three vendors. Debris Tech LLC. as the primary contractor while The Workforce Group LLC. the back-up for debris monitoring services and GrantWorks Inc. the back-up for emergency management planning and training, and public assistance consulting services.

FINANCIAL IMPACT

The financial impact of executing the notice to proceed for debris monitoring is typically reimbursable for declared disasters that qualify for reimbursement. The majority of the cost associated with response and recovery is expected to be reimbursable. In addition, any staffing or public assistance support to manage the documentation for cost recovery is likely reimbursable.

The documentation supporting this was by Chad Friedman of Weiss, Serota, Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING DEBRIS TECH LLC, THE WORKFORCE GROUP LLC, AND GRANTWORKS INC. FOR DISASTER DEBRIS MONITORING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-11; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on May 14, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-11 (the "RFP") seeking proposals from qualified firms to provide disaster debris monitoring services (the "Monitoring Services") and emergency management planning and training, and public assistance consulting services (the "Ancillary Services") (collectively, the "Services"); and

**WHEREAS,** three sealed proposals were received by the RFP deadline; and

**WHEREAS,** an Evaluation Committee appointed by the Village Manager short listed and ranked the firms; and

**WHEREAS,** after review and consideration of the proposals submitted in response to the RFP, the Village Manager recommends that the Village Council select Debris Tech LLC ("Debris Tech") as the primary consultant to provide the Services; and

**WHEREAS,** the Village Manager also recommends selecting The Workforce Group LLC ("Workforce Group") and GrantWorks Inc. ("GrantWorks") as back-up consultants for the provision of the Monitoring Services and Ancillary Services, respectively; and

**WHEREAS**, the Village Council desires to select Debris Tech to perform the Services as a primary consultant and the Workforce Group and GrantWorks as the back-up consultants for the provision of Monitoring Services and Ancillary Services, respectively, and authorize the Village

Manager to enter into an agreement with each of the consultants for the respective services in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Selection.** That the Village Council hereby selects Debris Tech as the primary consultant for the provision of the Services and the Workforce Group and GrantWorks as back-up consultants for the provision of Monitoring Services and Ancillary Services, respectively.

**Section 3. Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with each of the consultants for the respective services, in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE VILLAGE OF KEY BISCAYNE**

**AND**

**NAME OF ENTITY**

**THIS AGREEMENT** (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **NAME OF ENTITY,** a Florida [type of entity] (hereinafter, the "Consultant").

**WHEREAS,** on May 14, 2024, the Village issued Request for Proposal No. 2024-11 (the "RFP"), which is incorporated herein by this reference, seeking proposals from qualified firms to provide [Disaster Debris Monitoring Services, including emergency management planning and training, and public assistance consulting services] as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A" (the "Services," as further defined below); and

**WHEREAS**, the Consultant submitted the proposal attached hereto as Exhibit "B" (the "Proposal") in response to the RFP; and

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services, as set forth in the Rate Schedule attached hereto as Exhibit "C"; and

**WHEREAS,** on [DATE], the Village adopted Resolution No. 24-XX selecting Consultant's Proposal to provide the Services; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

**1.1.** The Consultant shall provide the Services as set forth in the Scope of Services and the Consultant's Proposal, which are attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by reference (collectively, the "Services"). The Consultant shall perform the Services in compliance and in accordance with FEMA guidelines, including, but not limited to, the FEMA Public Assistance Program and Policy Guide ("PAPPG"), as may be amended or superseded, the Super Circular Law & Appendices, and the FEMA Public Assistance Debris Monitoring Guide, as may be amended or superseded, (collectively, the "FEMA Guidelines").

**1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

**1.3. Non-Exclusivity.** The Consultant will serve as the Village's [primary or back-up] contractor for the Services described in this Agreement. The parties agree that the Village relies upon the Consultant to provide the required Services at the level of service provided in the Statement of Work provided in a Work Order issued by the Village Manager when and where needed to support the Village. If the Consultant is unable to provide the necessary level of service provided in the Work Order, the Village has the right, upon 24 hours' notice to the Consultant, to engage [the back-up or other consultants] to perform the necessary Services.

**2. Term/Commencement Date.**

**2.1.** The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

**2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

**3.1.** Compensation for Services provided by Consultant shall be in accordance with the Rate Schedule attached hereto as Exhibit "C" (the "Rates").

**3.2.** Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**3.3.** Consultant's invoices must contain the following information for prompt payment:

**3.3.1.** Name and address of the Consultant;

**3.3.2.** Purchase Order number;

**3.3.3.** Contract number;

**3.3.4.** Date of invoice;

**3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

**3.3.6.** Name and type of Services;

**3.3.7.** Timeframe covered by the invoice; and

**3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

**4. Subconsultants.**

**4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

**4.2.** Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

**5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

**5.2.** Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

**6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

**6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by

Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village related to this Agreement and the performance of the Services.

**8. Termination.**

**8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

**8.3.** In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit

and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and the final execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of

liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, to the extent arising from Consultant's negligent performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages to the extent arising from Consultant's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal

service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**15.3.** The Village's RFP No. 2024-11, the PAPPG, and the Super Circular Law & Appendices are specifically incorporated herein.

16. **Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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 Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village's custodian of public records, Consultant shall provide the Village 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.

**16.4.** 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 Village.

**16.5.** 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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

| | |
|---|---|
| **Custodian of Records:** | **Jocelyn B. Koch** |
| **Mailing address:** | **88 West McIntyre Street** |
| | **Key Biscayne, FL 33149** |
| **Telephone number:** | **305-365-5506** |
| **Email:** | **jkoch@keybiscayne.fl.gov** |

**17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

    **26.1.** First Priority: this Base Agreement;
    **26.2.** Second Priority: Super Circular Law & Appendices and PAPPG;
    **26.3.** Third Priority: Exhibit D – FEMA Contract Provisions Guide;
    **26.4.** Fourth Priority: Exhibit C – Rate Schedule;
    **26.5.** Fifth Priority: Exhibit A – Scope of Services;
    **26.6.** Sixth Priority: the RFP;
    **26.7.** Seventh Priority: Exhibit B – Consultant's Proposal; and

**26.8.** Eighth Priority: Work Orders, with later date taking precedence.

27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

28. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

29. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

30. **Federally Required Clauses.** In the performance of all Services under this Agreement, the Consultant shall adhere to (1) the FEMA Guidelines (as may be amended or superseded), (2) the contract provisions listed under 2 CFR Part 200, Appendix II, and (3) all applicable contract provisions and guidance in the FEMA Contract Provisions Guide, as may be amended from time to time and which is attached hereto as Exhibit "D." The Consultant shall comply with the following terms and provisions for all Disaster Debris Monitoring Services:

**30.1.** **Equal Employment Opportunity**. During the performance of this Agreement, the Consultant agrees as follows:

**30.1.1.** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**30.1.2.** The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**30.1.3.** The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

**30.1.4.** The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**30.1.5.** The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**30.1.6.** The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**30.1.7.** In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**30.1.8.** The Consultant will include the portion of the sentence immediately preceding subsection 30.1 and the provisions of subsections 30.1.1 through 30.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**30.2. Compliance with the Davis-Bacon Act**. As applicable, during the performance of this Agreement, the Consultant agrees as follows:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of

29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, Consultants are required to pay wages not less than once a week.

**30.3. Compliance with the Copeland "Anti-Kickback" Act.** As applicable, during the performance of this Agreement, the Consultant agrees as follows:

a. Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12.

**30.4. Compliance with the Contract Work Hours and Safety Standards Act**. As applicable, during the performance of this Agreement, the Consultant agrees as follows:

**30.4.1.** Overtime requirements. The Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**30.4.2.** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 30.2.1. of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 30.2.1. of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in 30.2.1. of this section.

**30.4.3.** Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 30.2.2. of this section.

**30.4.4.** Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in subsections 30.2.1 through 30.2.4. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 30.2.1. through 30.2.4. of this section.

**30.5. Rights to Inventions Made under this Agreement.**

**30.5.1.** As applicable, if the Consultant is engaged for the performance of experimental, developmental, or research, the Consultant's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

**30.6. Clean Air Act and Federal Water Pollution Control Act**. As required by Federal program legislation, the Consultant agrees to comply with the following federal requirements:

**30.6.1.** *Clean Air Act*.

30.6.1.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

30.6.1.2. The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

30.6.1.3. The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

***30.6.2.*** *Federal Water Pollution Control Act.*

30.6.2.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

30.6.2.2. The Consultant agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

30.6.2.3. The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**30.7. Suspension and Debarment**. During the performance of this Agreement, the Consultant agrees as follows:

**30.7.1.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required, and will, verify that neither Consultant, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**30.7.2.** The Consultant will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

**30.7.3.** Consultant's certification is a material representation of fact relied upon by the Village. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**30.7.4.** The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

**30.8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**. During the performance of this Agreement, the Consultant agrees as follows:

**30.8.1.** The Consultant certifies to the Village that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Agreement.*

**30.8.2.** Consultant will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Village.

**30.9. Procurement of Recovered Materials**. As required by federal program legislation, Consultant agrees to the following:

**30.9.1.** In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

30.9.1.1. competitively within a timeframe providing for compliance with the contract performance schedule;

30.9.1.2. meeting contract performance requirements; or

30.9.1.3. at a reasonable price.

**30.9.2.** Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

**30.9.3.** The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**30.10. DHS Seals, Logos, and Flags**. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**30.11. Compliance with Federal Law, Regulations, and Executive Orders**. The Consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**30.12. No Obligation by Federal Government**. Consultant acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

**30.13. Program Fraud and False or Fraudulent Statements or Related Acts**. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant actions pertaining to this Agreement.

**30.14. Access to Records.**

**30.14.1.** The Consultant agrees to provide the State of Florida, the Village, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

**30.14.2.** The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**30.14.3.** The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**30.14.4.** In compliance with the Disaster Recovery Act of 2018, the Village and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**30.15. Affirmative Socioeconomic Steps/Small and Minority Businesses, Women's Business Enterprises.**

**30.15.1.** Consultant shall comply with 2 C.F.R. § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."

**30.15.2.** If subcontracts are to be let, the Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**30.16. Change or Modification.** To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Consultant shall comply with the following:

**30.16.1.** Without invalidating the Agreement, Village reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

**30.16.2.** The Village shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

**30.16.3.** Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Village's Procurement Code, as amended from time to time.

**30.17. Remedies.** Village confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

**30.18. Prohibition on Contracting for Covered Telecommunications Equipment or Services.** If applicable, the Consultant shall agree as follows:

**30.18.1.** The Village and the Consultant must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Consultant shall ensure that the Consultant and its subcontractors do not:

**30.18.2.** Procure or obtain any equipment, system, or service that uses covered telecommunications equipment of services as a substantial or essential component of any system, or as critical technology of any system;

**30.18.3.** Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system or as critical technology of any system; or

**30.18.4.** Enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Additional information, including definitions for this requirement can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

**30.19. Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

**30.19.1.** *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**30.19.2.** *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**30.20. License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the Consultant shall agree as follows:

**30.20.1.** The Consultant grants to the Village, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works,

distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the Village or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the Village data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Village.

**30.21. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.**

**30.21.1.** Applicability. This clause is applicable when the Consultant has access to sensitive information or the Consultant's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as "Consultant"). The Consultant shall insert the substance of this clause in all subcontracts.

**30.21.2.** Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code

(the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons

receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAYNE**

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

**Addresses for Notice:**
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

**With a copy to:**
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

**CONSULTANT**

By: _____

Name: _____

Title: _____

Entity: _____

**Addresses for Notice:**

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

**With a copy to:**

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

**ACKNOWLEDGMENT**

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

## AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

## 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned, _____, certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Offeror,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Officer: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A**
**SCOPE OF SERVICES**

**EXHIBIT B**

**CONSULTANT'S PROPOSAL**

**EXHIBIT C**

**RATE SCHEDULE**

Compensation for Services will be based as follows:

[INSERT RATE SCHEDULE]

**EXHIBIT D**

**FEMA CONTRACT PROVISIONS GUIDE**

**EXHIBIT E**

**SAMPLE WORK ORDER**

**WORK ORDER NO.____**
**STATEMENT OF WORK FOR DEBRIS MONITORING SERVICES**

This Task Order No. ___, Statement of Work for _____ for the _____ ("Task Order") effective as of _____, between the Village of Key Biscayne ("Village") and _____("Consultant").

**WHEREAS**, this Task Order is in support of the _____ ("Agreement"), dated _____, and attached herein as an exhibit;

**WHEREAS**, the Village selected the Village to provide Services, as defined in the proposal ("Proposal") dated _____, and attached herein as an exhibit;

**NOW, THEREFORE**, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Village and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): _____
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

| **Village of Key Biscayne,** | **[INSERT CONSULTANT NAME]** |
|---|---|
| | |
| Name:<br><br>Title: | Name:<br><br>Title: |

# VILLAGE OF KEY BISCAYNE

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Recommendation for Award, RFP# 2024-05 Professional Federal Lobbyist Services

## RECOMMENDATION

I recommend the Village Council authorize the Village Manager to negotiate and execute an agreement for $72,000 (year 1-2) and $78,000[1] (year 3-5) with Thorn Run Partners, LLC to provide the Village federal legislative consulting services for a five-year period with one-year extensions and required annual reviews. Funding is budgeted in the General Fund.

## BACKGROUND

***RFP Development:***

The staff began drafting the request for proposal in April 2024 after experiencing the Fiscal Year 2023 federal legislative session with Thorn Run Partners as the Village's lobbyist, a position the firm held for the last five years.

The Village issued the RFP on May 17, 2024. The RFP was posted to the Village's website and Notice Board, DemandStar and Miami Herald. A non-mandatory pre-conference meeting was held for interested vendors where a bid summary was given. On June 27, 2024, the Village received five proposals for consideration.

***Scope of Work:***

The Village seeks a federal lobbyist firm that can successfully represent our community's interests and serve as our advocate with the federal legislature and government agencies. As part of our comprehensive strategy to engage federal stakeholders and advocate for the needs of the Village of Key Biscayne, the selected federal lobbyist firm will play a crucial role in spearheading policy support initiatives. The following tasks outline the key activities and milestones for the lobbyist firm's engagement over the course of the agreement cycle:

- Monitor and report on Federal legislation, activities, policies and programs of interest to the Village, focusing on those related to the Village's priorities and/or those that may impact the Village.
- Advise and provide government relations and public affairs related services on issues affecting the Village. Work with appropriate policy makers in the United States Executive and Legislative Branches

[1] Contract services increase will be contingent upon performance evaluations from prior year.

to facilitate the Village's agenda. In this role, the lobbyist will assist the Village in its planning, establishing priorities among its interests, and developing and implementing strategic plans.

- Provide consulting and representative services for the Village on specific matters before the United States Executive and Legislative Branches and Federal departments and agencies, as specified herein, and as may be requested or directed and authorized by the Village Leadership, from time to time.
- Support the Village through the USACE Coastal Storm Risk Management beach and back-bay feasibility study process including assistance with appropriations, authorizations, pre-construction and design, construction, and the operations, maintenance, and repair over the life of the project. Support will require engagement with Federal and at times, State and local government officials and legislators for necessary support during authorization and appropriations.
- Consult and advise on Federal budget processes, grant opportunities, regulatory programs and legislation, including, but not limited to:
    - Developing strategies to obtain and maximize funding from all Federal programs important to the Village;
    - Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies and departments;
    - Securing appropriate authorizations and funding from the United States Congress and Federal agencies and departments to implement the Village priority projects;
    - Maintaining direct and frequent contact with key United States Senators, Representatives and relevant Federal agencies and departments;
    - Advocating for Village interests during the United States legislative and regulatory process; and
    - Providing the Village with an ongoing written report of activities.
- Assist the Village in identifying, developing and securing funding and technical support for projects and initiative related to transportation, flooding, shoreline protection and coastal erosion, sea-level rise, wastewater, water, water quality, sargassum/seaweed management, electrical and telecommunications utility reliability and hardening, property and flood insurance, and other subjects aligned with the Village's priorities and interests.
- Report to the Village Manager and Village Council during budget seasons and other periods during which specific appropriations and/policy legislation relevant to the Village are being considered and addressed by the United States Executive and Legislative Branches.
- Arrange, facilitate and host all necessary meetings by Village officials with the members and representatives of Congress and representatives of Federal agencies and departments.
- Attend staff meetings, workshops or Village Council meetings at the Village Manager's and/or Village Council's request.
- Provide ancillary services such as relaying news articles, legislative analyses, grant opportunities, and important governmental announcements relevant to the Village' goals, objectives, and interests.
- Provide technical assistance on the pursuit and administration of Federal grants and other funding programs.

***Evaluation and Ranking Process:***

Because our federal lobbyist consultant principally acts as a direct extension to the Manager in executing the Council's approved federal level legislative priorities and provides advice to the Council when needed, the proposals were reviewed and evaluated by the Manager who will provide a recommendation to the Council for its review and approval.

The Manager methodically rated both proposals based on eight evaluation criteria using a scale of 1 to 5, with five being the highest rating. The maximum possible total rating is 40. Cost was considered separately once the proposer's qualifications were rated:

| **Federal Lobbyist Consultant Evaluation** | | |
|---|---|---|
| **Evaluation Criteria** | **Thorn Run Partners** | **Akerman** |
| Firm's financial and administrative qualifications | 4 | 5 |
| Potential conflicts of interest | 5 | 5 |
| Knowledge and relationships at the Federal level | 5 | 4 |
| Relevant access and influence | 5 | 4 |
| Experience and demonstrated success | 5 | 5 |
| Expertise | 5 | 5 |
| Advocacy and support approach | 5 | 3 |
| Consciousness of Key Biscayne priorities, interests, brand and image | 5 | 3 |
| **Total Rating** | **39** | **34** |
| **Cost** | $72,000 per year (1-2)<br>$78,000[2] per year (3-5) | $72,000 |

| **Federal Lobbyist Consultant Evaluation** | | |
|---|---|---|
| **Alcade & Fay** | **Cormac Group** | **Klein-Johnson** |
| 5 | 3 | 4 |
| 5 | 5 | 5 |
| 4 | 3 | 4 |
| 5 | 3 | 3 |
| 5 | 3 | 4 |
| 4 | 3 | 3 |
| 4 | 2 | 3 |
| 5 | 1 | 2 |
| **37** | **23** | **28** |
| $72,000 | $72,000 | $90,000 |

Based on the evaluation of the firms' technical qualifications and their proposed costs, the Manager ranked ordered the proposals as follows:

1. Thorn Run Partner, LLC – 39 points
2. Alcade & Fay – 37 points
3. Akerman LLP's Government Affairs and Public Policy Practice Group – 34 points

[2] Contract services increase will be contingent upon performance evaluations from prior year.

4. Klein-Johnson – 28 points
5. Cormac Group – 23 points

**Evaluation Criteria Analysis:**

***Firm's financial and administrative qualifications:*** Thorn Run Partners (TRP) is a recognized leader in government relations, ranked #7 among 2,100+ federal lobbying firms by Bloomberg and Politico in 2023. The firm has a stable financial background, with demonstrated success in managing significant projects for local governments.

***Potential conflicts of interest:*** The firm's extensive client list, which includes local governments and various other entities, suggests a broad but non-conflicting range of interests.

***Knowledge and relationships at the Federal level:*** TRP has an experienced team. It includes former House and Senate Chiefs of Staff, Congressional Committee staff directors, and leaders within various Congressional caucuses. They also have a proven record of successfully represented over 270 clients, including local government entities, at the federal level.

***Relevant access and influence:*** The firm has established connections with key federal agencies and members of Congress, which are particularly beneficial for local government clients. TRP has been effective in setting up meetings and communicating with legislators and key government agencies.

***Experience and demonstrated success:*** TRP has secured over $5 billion in funding for local government clients, including more than $1.9 billion in the last two years. For the Village, they have successfully obtained legislative/administration authorization and $1.5 million in federal funding for the U.S. Army Corps of Engineers Coastal Storm Risk Management Feasibility Study and $500,000 for a local stormwater project.

***Expertise:*** TRP provides a comprehensive approach that combines traditional lobbying with deep policy expertise and innovative communication strategies. The firm has a dedicated Local Government Practice Group, the largest among the top twenty federal lobbying firms.

***Advocacy and support approach:*** TRP provides client-centered services, emphasizing personalized service while leveraging the resources of a larger firm. For strategic planning, the firm uses a triple-threat toolbox approach, ensuring a well-rounded advocacy strategy.

***Consciousness of Key Biscayne priorities, interests, brand and image:*** TRP has a strong existing relationship with Key Biscayne that allows them to tailor their services to the Village's specific needs and goals. They are aware of the Village's priorities and have previously worked on projects that align with the community's interests.

**Recommendation:**

Based on the evaluation ranking, it is recommended that the Village Manager negotiate and execute a contract, substantially in the form attached as Exhibit A, with Thorn Run Partners, LLC for professional federal lobbying services.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING THORN RUN PARTNERS LLC FOR PROFESSIONAL FEDERAL LOBBYING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-05; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on May 17, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-05 (the "RFP") seeking proposals from qualified firms to provide professional federal lobbying services (the "Services"); and

**WHEREAS,** five sealed proposals were received by the RFP deadline; and

**WHEREAS,** after review and consideration of the proposals submitted in response to the RFP, the Village Manager ranked Thorn Run Partners LLC (the "Consultant") as the highest ranked firm to provide the Services; and

**WHEREAS**, the Village Council desires to select the Consultant to provide the Services and authorize the Village Manager to negotiate and execute an agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), in an amount not to exceed $72,000 annually for the first two years and $78,000 annually every year thereafter; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Selection.** That the Village Council hereby selects the Consultant for the Services.

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement with the Consultant, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed $72,000 annually for the first two years and $78,000 annually every year thereafter, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE VILLAGE OF KEY BISCAYNE**

**AND**

**THORN RUN PARTNERS LLC**

**THIS AGREEMENT** (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **THORN RUN PARTNERS LLC**, a Washington DC Limited Liability Company authorized to do business in Florida(hereinafter, the "Consultant").

**WHEREAS,** on May 22, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-05 (the "RFP") seeking proposals from qualified firms to provide professional federal lobbying services, all as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A" (the "Services"); and

**WHEREAS,** the Consultant submitted the proposal attached hereto as Exhibit "B" (the "Proposal") in response to the RFP; and

**WHEREAS,** on [DATE], the Village Council adopted Resolution No. 2024-XX, selecting the Consultant as the highest ranked firm to provide the Services in an amount not to exceed $72,000.00 annually for the first two years and $78,000 every year thereafter; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the Deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

**1.1.** The Consultant shall provide the Services on behalf of the Village, all as set forth in greater detail in the Scope of Services attached Exhibit "A" and the Proposal attached hereto as Exhibit "B," which exhibits are incorporated herein by this reference.

**1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

**2.1.** The term of this Agreement shall remain in effect from the Effective Date through one (1) year thereafter (the "Initial Term"), unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for four (4) additional

one (1) year periods (each a "Renewal Term") on the same terms as set forth herein upon written notice to the Consultant.

**2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

**3.1.** Consultant shall be compensated for the provision of the Services in an amount not to exceed $72,000.00 annually during the Initial Term and the first Renewal Term in accordance with the Proposal attached hereto as Exhibit "B." Beginning with the second Renewal Term and every Renewal Term thereafter, the Consultant shall be compensated for the provision of the Services in an amount not to exceed $78,000.00 annually in accordance with the Proposal attached hereto as Exhibit "B."

**3.2.** Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**3.3.** Contractor's invoices must contain the following information for prompt payment:

**3.3.1.** Name and address of the Consultant;

**3.3.2.** Purchase Order number;

**3.3.3.** Contract number;

**3.3.4.** Date of invoice;

**3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

**3.3.6.** Name and type of Services;

**3.3.7.** Timeframe covered by the invoice; and

**3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

**4. Subconsultants.**

**4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

**4.2.** Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

**5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

**5.2.** Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

**6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

**6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Consultant represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**7.2.** The Consultant shall not be prohibited from representing or providing like services to persons or entities other than the Village so long as the Consultant shall avoid any

representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

**7.3.** The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources and efforts necessary to fulfill its obligations to the Village.

**8. Termination.**

**8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop rendering Services unless directed otherwise by the Village Manager.

**8.3.** In the event of termination by the Village, the Village shall be obligated to compensate the Consultant only for the pro-rated monthly compensation incurred up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The

policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida, or, if in Federal Court, the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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 Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village's custodian of public records, Consultant shall provide the Village 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.

**16.4.** 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 Village.

**16.5.** 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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

| | |
|---|---|
| **Custodian of Records:** | **Jocelyn B. Koch** |
| **Mailing address:** | **88 West McIntyre Street** |
| | **Key Biscayne, FL 33149** |
| **Telephone number:** | **305-365-5506** |
| **Email:** | **jkoch@keybiscayne.fl.gov** |

**17. Nonassignability, Non-Exclusivity.**

**17.1.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires. Specifically, the Village is relying upon Jim Davenport, who is designated by the Consultant as the primary point of contact and principal performer of the Services under this Agreement. In the event that the aforementioned individual can no longer perform the Services under this Agreement, this Agreement shall automatically terminate.

**17.2.** The Consultant hereby acknowledges that this Agreement is non-exclusive as to the Services being provided and generally any lobbying the Village may have done on its behalf. The Village reserves the right to hire one or more additional individuals and/or firms to represent its interests and otherwise provide lobbying consulting services. So as to maximize the benefit to the Village, the Village Manager and/or designee shall coordinate representation effort by multiple lobbying professionals.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on

how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

28. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

29. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.**

**SIGNATURE PAGE FOLLOWS.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAYNE**

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

**Addresses for Notice:**
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

**With a copy to:**
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

**THORN RUN PARTNERS LLC**

By: _____

Name: _____

Title: _____

Entity: _____

**Addresses for Notice:**

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

**With a copy to:**

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

**ACKNOWLEDGMENT**

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT ATTESTING TO**
**NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

## EXHIBIT A
## SCOPE OF SERVICES

### 2. PROJECT DESCRIPTION

### 2.1 DESCRIPTION:

The Village of Key Biscayne is issuing a Request for Proposals (RFP) to solicit a qualified federal lobbyist firm that can successfully represent our community's interests and serve as our advocate in the nation's capital of Washington, D.C.

### 2.2 INTRODUCTION:

Founded in 1991, the Village of Key Biscayne is a low-lying barrier island with one road of ingress and egress which leads to issues connected to water and transportation being the highest priorities to address at the Federal level. The Village operates under a Council-Manager form of government, where the elected Village Council sets policy and the Village Manager oversees and executes day-to-day operations. With a population of over 15,000 residents, our community is diverse and dynamic, comprising of families, businesses, visitors, and young professionals alike. Key Biscayne is not merely a destination; it is a way of life, where residents cherish its serene ambiance and strong sense of community.

Despite our peaceful surroundings, the Village of Key Biscayne faces considerable challenges and opportunities that require expert advocacy and representation at the Federal level. The Village of Key Biscayne is seeking an experienced lobbyist firm that can effectively navigate the intricacies of the Federal legislative, regulatory and funding landscape. We recognize the critical importance of having skilled advocates who can articulate our community's priorities to policymakers in Washington, D.C., and secure legislation, regulatory, technical, and funding support for initiatives that enhance the quality of life for Key Biscayne residents. We seek a lobbyist firm that possesses a deep understanding of our community's unique challenges and opportunities, as well as a proven track record of achieving results on Capitol Hill and within federal agencies.

The lobbyist firm will work with the Village Manager and/or designee to identify and represent legislative, coordination and funding priorities for the Village. As directed by the Village Manager, and/or designee, the firm will serve as a consistent and effective primary point of contact between the Village and Federal officials and legislators.

The Village requires services with an emphasis on producing measurable results in achieving Federal funding and/or legislative and executive action favorable or protective to the Village. The Village seeks a well-informed lobbyist firm, capable of providing timely and frequent information to the Village on the interests, priorities, and other issues and decisions (listed below) at the Federal level that may affect the Village. The successful firm will have a strong background on issues of importance to the Village and will be able to demonstrate unique relationships with members of the Legislature and others representing the Village.

The lobbyist firm will agree to be available at all times upon reasonable request to meet with the Village Council, Village staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interests of the City, and act as liaison between the City and all

branches, departments, and agencies of the Federal government, if necessary, on matters under the scope of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the Village to strategically seek monetary funds and policy change.

Although legal opinions are not required as a part of the firm responsibilities, the Village will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the Village accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding Federal administrative and agency hearings. This would include a review of the agendas and providing notification to the Village as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firms should be prepared to lobby committee members prior to and during these meetings to accomplish the Village's desired positions.

### 2.3 FEDERAL LEGISLATIVE AND ADVOCACY SUPPORT REQUIREMENTS:

As part of our comprehensive strategy to engage Federal stakeholders and advocate for the needs of the Village of Key Biscayne, the selected Federal lobbyist firm will play a crucial role in spearheading policy support initiatives. The following tasks outline the key activities and milestones for the lobbyist firm's engagement over the course of the agreement cycle:

1. Monitor and report on Federal legislation, activities, policies and programs of interest to the Village, focusing on those related to the Village's priorities and/or those that may impact the Village.

2. Advise and provide government relations and public affairs related services on issues affecting the Village. Work with appropriate policy makers in the United States Executive and Legislative Branches to facilitate the Village's agenda. In this role, the lobbyist will assist the Village in its planning, establishing priorities among its interests, and developing and implementing strategic plans.

3. Provide consulting and representative services for the Village on specific matters before the United States Executive and Legislative Branches and Federal departments and agencies, as specified herein, and as may be requested or directed and authorized by the Village Leadership, from time to time.

4. Support the Village through the U.S. Army Corps of Engineers Coastal Storm Risk Management beach and back-bay feasibility study process including assistance with appropriations, authorizations, pre-construction and design, construction, and the operations, maintenance, and repair over the life of the project. Support will require engagement with Federal and at times, State and local government officials and legislators for necessary support during authorization and appropriations.

5. Consult and advise on Federal budget processes, grant opportunities, regulatory programs and legislation, including, but not limited to:
   - Developing strategies to obtain and maximize funding for all Federal programs important to the Village.
   - Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies and departments.
   - Securing appropriate authorizations and funding from the United States Congress and Federal agencies and departments to implement the Village priority projects.
   - Maintaining direct and frequent contact with key United States Senators, Representatives and relevant Federal agencies and departments.
   - Advocating for the Village interests during the United States legislative and regulatory process; and
   - Providing the Village with an ongoing written report of activities.

6. Assist the Village in identifying, developing, and securing funding and technical support for projects and initiative related to transportation, flooding, shoreline protection and coastal erosion, sea-level rise, wastewater, drinking water, water quality, sargassum/seaweed management, electrical and telecommunications utility reliability and hardening, property and flood insurance, and other subjects aligned with the Village's priorities and interests.

7. Report to the Village Manager and Village Council during budget seasons and other periods during which specific appropriations and/ policy legislation relevant to the Village are being considered and addressed by the United States Executive and Legislative Branches and Federal agencies and departments.

8. Arrange, facilitate, and host all necessary and appropriate meetings by Village officials with the members and representatives of Congress and representatives of Federal agencies and departments.

9. Attend staff meetings, workshops, or Village Council meetings at the Village Manager's and/or Village Council's request.

10. Provide ancillary services such as relaying news articles, legislative analyses, grant opportunities, and important governmental announcements relevant to the Village' goals, objectives, and interests.

11. Provide technical assistance on the pursuit and administration of Federal grants and other funding programs.

**2.4 EVALUATION CRITERIA:**

- Firm's financial and administrative qualifications
- Availability – the firm's current workload and potential conflicts of interest
- Knowledge and relationships at the Federal Level and in South Florida

- Relevant access and influence
- Experience and demonstrated success.
- Expertise
- Advocacy and support approach
- Consciousness of Key Biscayne priorities, interests, brand, and image

Proposed Cost

**END OF SECTION**

**EXHIBIT B**
**CONSULTANT'S PROPOSAL**

THORN RUN PARTNERS

GOVERNMENT RELATIONS

*PROPOSAL TO PROVIDE FEDERAL LOBBYIST SERVICES FOR:*

# *Village of Key Biscayne, Florida*

*RFP #2024-05; Due: June 27, 2024 @ 2:30pm*

*Jim Davenport, Partner*
*100 M Street SE, Suite 750*
*Washington, DC 20003*
*(703) 597-2009*
*jdavenport@thornrun.com*



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100 M St. SE – Ste. 750 | Washington D.C. 20003| (202) 849-8528 | jdavenport@thornrun.com

## SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

### FORM 1
### RESPONSE CHECKLIST

- ☑ Form 1: Response Checklist
- ☑ Form 2: Addendum Acknowledgment
- ☑ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - ▪ Form 3A: Certificate of Authority (for Corporations or Partnerships)
  - ▪ Form 3B: Certificate of Authority (for Individuals)
- ☑ Form 4: Proposer's Statement of Organization
- ☑ Form 5: References
- ☑ Form 6: Affidavits
  - • Form 6A: Single Execution Affidavits
  - • Form 6B: Independence Affidavit
  - • Form 6C: Non-Collusion Affidavit
- ☑ Form 7: Drug Free Workplace
- ☑ Form 8: Certification to Accuracy of Proposal
- ☑ Form 9: Scrutinized Companies
- ☑ Form 10: Public Entity Crimes
- ☑ Form 11: Dispute Disclosure
- ☑ Form 12: List of Proposed Subcontractors
- ☑ Form 16: Insurance and License Certificates

ATTACHMENTS

- ☑ A: Sample Contract

EXHIBITS

- ☑ A: Scope of Services
- ☑ B: Fee Schedule/Price Proposal
- ☑ C: Certificate of Insurance

FORM 2

# ADDENDUM ACKNOWLEDGEMENT

**Solicitation Title:**
**PROFESSIONAL FEDERAL LOBBYING SERVICES**
**Solicitation No.:**
**RFP # 2024-05**

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 6/13/24
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

☑ No Addendum issued for this Solicitation

Firm's Name: Thorn Run Partners

Authorized Representative's Name: Jim Davenport

Title: Partner

Email: jdavenport@thornrun.com

Phone Number: (703) 597-2009

Address: 100 M Street, SE – Suite 750 Washington, DC 20003

Authorized Signature: Jim Davenport

FORM 3A

## CERTIFICATE OF AUTHORITY

**(If Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of Thorn Run Partners, LLC a business existing under the laws of the District of Columbia, (the "Entity") held on JUNE 11, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that, Jim Davenport, as Partner of the Entity, be and is hereby authorized to execute this Proposal dated June , 2024, on behalf of the Entity and submit this Proposal to the Village of Key Biscayne, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 11TH day of JUNE, 2024.

Secretary: _____ President: _____

Print Name: Andy Rosenberg Print Name: CHRIS LAMOND

(Seal)

FORM 3B

# CERTIFICATE OF AUTHORITY

**(if Individual)**

I, Jim Davenport ("Affiant") being first duly sworn, deposes and says:

1. I am the Partner

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: Thorn Run Partners, LLC doing business as Thorn Run Partners, the Contractor that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all the pertinent circumstances respecting such Proposal.

3. I am authorized to execute the Proposal dated June ,2024, and submit this Proposal to the Village of Key Biscayne, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

**In the presence of:**

**Witness #1 Print Name:** Ethan Weil

**Witness #2 Print Name:** Brayden Papik

**Signed, sealed and delivered by:**

**Print Name:** Jim Davenport

**Title:** Partner

S.B. **ACKNOWLEDGMENT**

State of ~~Florida~~ District of Columbia
County of _____

On this 11th day of June, 2024, before me the undersigned, personally appeared James John Davenport, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

SHOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

**Notary Public (Print, Stamp, or Type as Commissioned)**

_____ Personally known to me; or
✓ Produced identification (Type of Identification: Driver's License)
_____ Did take an oath; or
_____ Did not take an oath

SHOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

FORM 4

## PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   Thorn Run Partners, LLC

2. Principal Business Address, Phone and Email Address:
   100 M Street, SE – Suite 750 Washington, DC 20003
   (703) 597-2009; jdavenport@thornrun.com

3. Principal Contact Person(s):
   Jim Davenport, Partner

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
   Corporation
   A. If a corporation, in what state incorporated: District of Columbia
   B. Date Incorporated: January 1, 2010
   C. Federal ID Number (EIN) 27-1541515
   D. If a joint Venture or Partnership, date of Agreement: _____
   E. Name and address of all partners (state whether general or limited partnership): _____
   F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

| Name | Title |
|---|---|
| Jim Davenport | Partner |
| Chris Lamond | Founding Partner |

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 14

7. List all entities participating in this Agreement (including subcontractors if applicable):

| | Name | Address | Title |
|---|---|---|---|
| A. | Thorn Run Partners | 100 M Street, SE – Suite 750 Washington, DC 20003 | Prime Contractor |
| B. | | | |
| C. | | | |
| D. | | | |

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. Providing Professional Federal Lobbying Services
   B. _____
   C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: _____
   Municipal: _____

10. Have you ever failed to complete any work awarded to you?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

11. 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 X **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

14. 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 X **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 private entity for an amount greater than $100,000?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

16. 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 X **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 convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

18. 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 X **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 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 X **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office 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 X **If yes, attach a separate sheet of explanation.**

21. 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 X If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? X Yes, _____ No

23. How soon after the award can you begin work? 1 Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
_____
_____
_____

25. **How did you hear about the RFP?** Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services. ___Provided to us by Key Biscayne Purchasing Department.
_____

Jim Davenport
Signature (Blue ink only)

Jim Davenport
Print Name

Partner
Title

6/11/24
Date

STATE OF District of Columbia
COUNTY OF )
The foregoing instrument was acknowledged before me this 11th day of June, 2024
by James John Davenport as Partner
*(Name of person acknowledging)* *(Title)*
for Thorn Run Partners.
*(Company name)*
Personally known to me _____ or has produced Identification ✓, type of identification produced Driver's License.

(NOTARY SEAL HERE)

SMOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

SIGNATURE OF NOTARY PUBLIC
SMOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

## CLIENT REFERENCES

PRINT CLEARLY

### REFERENCE #1

**Name of Company:** Palm Beach County, Florida

**Reference Contact Name:** Ed Chase

**Contact Title:** Director of Intergovernmental Affairs

**Contact Telephone:** 561-355-6266

**Contact Email:** echase@pbcgov.org

**Contract Start Date:** 2011 **Contract End Date:** Ongoing

### REFERENCE #2

**Name of Company:** Florida Inland Navigation District, Florida

**Reference Contact Name:** Janet Zimmerman

**Contact Title:** Executive Director

**Contact Telephone:** 561-627-3386

**Contact Email:** jzimmerman@aicw.org

**Contract Start Date:** 2002 **Contract End Date:** Ongoing

### REFERENCE #3

**Name of Company:** City of Wichita, Kansas

**Reference Contact Name:** Robert Layton

**Contact Title:** City Manager

**Contact Telephone:** (316) 268-4351

**Contact Email:** rlayton@wichita.gov

**Contract Start Date:** 2015 **Contract End Date:** Ongoing

**REFERENCE #4**

**Name of Company:** City of Riverside, California

**Reference Contact Name:** Chekesha Gilliam

**Contact Title:** Intergovernmental Relations Officer

**Contact Telephone:** 951) 826-2419

**Contact Email:** cgilliam@riversideca.gov

**Contract Start Date:** 2022 **Contract End Date:** Ongoing

**REFERENCE #5**

**Name of Company:** City of Bloomington, Illinois

**Reference Contact Name:** Billy Tyus

**Contact Title:** Deputy City Manager

**Contact Telephone:** 309-434-2210

**Contact Email:** btyus@cityblm.org

**Contract Start Date:** 2022 **Contract End Date:** Ongoing

FORM 6A

# SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:**

By: Jim Davenport

For (Name of Proposing or Bidding Entity): Thorn Run Partners

Whose business address is: 100 M Street, SE – Suite 750 Washington, DC 20003

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-1541515

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

## Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Proposer Initials

## Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 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.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

[X] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime after July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

**No Conflict of Interest or Contingent Fee Affidavit**

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

**Business Entity Affidavit**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Proposer Initials

**Anti-Collusion Affidavit**

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

Proposer Initials

**Scrutinized Company Certification**

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are 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 Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are 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.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

**Acknowledgment, Warranty, and Acceptance**

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP # 2024-05 PROFESSIONAL FEDERAL LOBBYING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

**Truth in Negotiation Certification**

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page**

**In the presence of:**

Witness #1 Print Name: Ethan Weil

Witness #2 Print Name: Brandon Polk

**Signed, sealed and delivered by:**

Print Name: Jim Davenport

Title: Partner

**ACKNOWLEDGMENT**

State of ~~Florida~~ S.D. District of Columbia

County of _____

On this 11th day of June, 2024, before me the undersigned, personally appeared James John Davenport, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

SHOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

**Notary Public (Print, Stamp, or Type as Commissioned)**

_____Personally known to me; or

__✓__Produced identification (Type of Identification: Driver's License)

_____Did take an oath; or

_____Did not take an oath

SHOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

FORM 6B

# INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Partner of Thorn Run Partners, the proposer that has submitted the attached proposal;

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 VILLAGE (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 VILLAGE.**

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 proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter with the VILLAGE (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"):

Current contract with the Village

Signature (Blue ink only)

JIM DAVENPORT

Print Name

PARTNER

Title

6/11/24

Date

STATE OF District of Columbia )

COUNTY OF )

The foregoing instrument was acknowledged before me this 11th day of June, 2024

by James John Davenport as Partner

*(Name of person acknowledging)* *(Title)*

for Thorn Run Partners.

*(Company name)*

Personally known to me _____ or has produced Identification ✓, type of identification produced Driver's License.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

SHOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

PRINT, TYPE/STAMP NAME OF NOTARY

SHOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

FORM 6C

# NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Partner of Thorn Run Partners, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Jim Davenport

Print Name

Partner

Title

6/11/24

Date

STATE OF District of Columbia )

COUNTY OF )

The foregoing instrument was acknowledged before me this 11th day of June, 2024

by James John Davenport as Partner

*(Name of person acknowledging)* *(Title)*

for Thorn Run Partners.

*(Company name)*

Personally known to me _____ or has produced Identification ✓, type of identification produced Drivers License.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

SHOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

PRINT, TYPE/STAMP NAME OF NOTARY

SHOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

FORM 7

# DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Thorn Run Partners does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance 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 contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any 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 this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jim Davenport

Signature (Blue ink only)

Jim Davenport

Print Name

Partner

Title

6/11/24

Date

STATE OF District of Columbia )

COUNTY OF )

The foregoing instrument was acknowledged before me this 11th day of June, 2024

by James John Davenport as Partner

*(Name of person acknowledging)* *(Title)*

for Thorn Run Partners.

*(Company name)*

Personally known to me _____ or has produced Identification ✓, type of identification produced Driver's License.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

SHOKHJAKHON BOYIAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

PRINT, TYPE/STAMP NAME OF NOTARY

SHOKHJAKHON BOYIAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

FORM 8

## CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place, and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Partner of Thorn Run Partners, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF District of Columbia
COUNTY OF )
The foregoing instrument was acknowledged before me this 11th day of June, 2024
by James John Davenport as Partner
*(Name of person acknowledging)* *(Title)*
for Thorn Run Partners.
*(Company name)*
Personally known to me _____ or has produced Identification ✓, type of identification produced Drivers License.

(NOTARY SEAL HERE)

SHOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

SIGNATURE OF NOTARY PUBLIC
SHOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9

## SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Jim Davenport

Print Name

Partner

Title

6/11/24

Date

STATE OF District of Columbia
COUNTY OF )
The foregoing instrument was acknowledged before me this 11th day of June, 2024
by James John Davenport as Partner
*(Name of person acknowledging)* *(Title)*
for Thorn Run Partners.
*(Company name)*
Personally known to me _____ or has produced Identification ✓, type of identification produced Driver's License.

(NOTARY SEAL HERE)

SHOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

SIGNATURE OF NOTARY PUBLIC
SHOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 10

# PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

**(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 Bid, Proposal or contract No. 2024-05

2. This sworn statement is submitted by: Thorn Run Partners
(name of entity submitting sworn statement)

**whose business address is:** 100 M Street, SE – Suite 750 Washington, DC 20003

**Federal Identification Number (FEIN) is:** 27-1541515
(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: Jim Davenport
(print name of individual signing this document)

and my relationship to the entity is: Partner

4. I understand that a "public entity crime" as defined in §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 a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

6. I understand that an "affiliate" as defined in §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 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 §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. X 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 after July 1, 1989.

   b. ____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 indicate which additional statement applies)

      1) ____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)

      2) ____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)

3) ____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue ink only)

Jim Davenport

Print Name

Partner

Title

6/11/24

Date

STATE OF District of Columbia
COUNTY OF )
The foregoing instrument was acknowledged before me this 11th day of June, 2024
by James John Davenport as Partner
*(Name of person acknowledging)* *(Title)*
for Thorn Run Partners.
*(Company name)*
Personally known to me _____ or has produced Identification ✓, type of identification produced Driver's License.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC
SHOKHJAKHON BOYNAZAROV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027
PRINT, TYPE/STAMP NAME OF NOTARY

SHOKHJAKHON BOYNAZAROV NOTARY PUBLIC EXP. 11-30-27 DISTRICT OF COLUMBIA

FORM 11

## DISPUTE DISCLOSURE

**Answer the following questions by placing an "X" after "Yes" or "No." If you answer "Yes," please explain in the space provided, or on a separate sheet attached to this form.**

**1.** Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

**2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

**3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

**Firm:** Thorn Run Partners

**Authorized Signature:** _____

**Print or Type Name:** Jim Davenport

**Title:** Partner

**Date:** June 11, 2024

FORM 12

# LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract's general conditions. Failure to provide this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

| No. | Subcontractor Name & Address | Scope of Work | License Number |
|---|---|---|---|
| | None | | |
| | | | |
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FORM 13 – N/A

FORM 14 – N/A

FORM 15 – N/A

FORM 16

# INSURANCE AND LICENSE CERTIFICATES

## VILLAGE OF KEY BISCAYNE

**BIDDER'S REPRESENTATION**

**PROFESSIONAL FEDERAL LOBBYING SERVICES**

Proposal of Thorn Run Partners

(Name)

100 M Street, SE – Suite 750 Washington, DC 20003

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

**PROFESSIONAL FEDERAL LOBBYING SERVICES**

("THE PROJECT")

TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements

and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.
***NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.***

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No. Sunbiz - #M18000004671

Bidder's Occupational License No. #400324001267

WITNESS:

By: _____
Signature of Authorized Agent

[SEAL]

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
**Muriel Bowser, Mayor**

**Department of Licensing and Consumer Protection**
**Business License Division**
**1100 4th Street S.W.**
**Washington DC 20024**

Date Issued: **3/15/2024**
Category: **4003**
License#: **400324001267**
License Period: **3/1/2024 - 2/29/2028**

# BASIC BUSINESS LICENSE

**Billing Name and Address:**
**THORN RUN, LLC**
**Chris Lamond**

**100 M SR SE**
**STE 750**
**WASHINGTON, DC 20003**

**Premise/Application's Name and Address:**
**THORN RUN PARTNERS, LLC**

**100 M ST SE, STE 750**

**Registered Agent's Name and Address:**
**Andrew Rosenberg**

**4 THOMPSON CIR**
**WASHINGTON DC20008**

Owner's Name
Corp. Name **THORN RUN PARTNERS, LLC**
Trade Name

| CofO/HOP#:**CO2001441** | SSL: **0743N 0077** | Zone: | Ward: | ANC: | **PERM NO.** |
|---|---|---|---|---|---|
| | | **UNITS: 1** | | | |

**General Sales/Services Business**

**General Business** **General Business Licenses**

DLCP
DC Department of Licensing and Consumer Protection

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

*License Effective from the later of Issued or Start of License-Period Date

**Tiffany Crowe**
**Director**

**2024 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED**
**Feb 05, 2024**
**Secretary of State**
**1305207321CC**

DOCUMENT# M18000004671

**Entity Name:** THORN RUN PARTNERS LLC

**Current Principal Place of Business:**

100 M STREET SE
WASHINGTON, DC 20003

**Current Mailing Address:**

100 M STREET SE
WASHINGTON, DC 20003 US

**FEI Number: 27-1541515**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SMITH, JOHN W
301 S BORONOUGH ST, STE 500
TALLAHASSEE, FL 32301 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Authorized Person(s) Detail :**

| | |
|---|---|
| Title | PARTNER |
| Name | DAVENPORT, JIM |
| Address | 100 M STREET SE |
| City-State-Zip: | WASHINGTON DC 20003 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JIM DAVENPORT PARTNER 02/05/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

# E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Angela Fuison

Witness #2 Print Name: Karina Afanasova

Signed, sealed and delivered by:

Print Name: Jim Davenport

Title: Partner

Entity Name: Thorn Run Partners

## ACKNOWLEDGMENT

State of ~~Florida~~ Virginia

County of Arlington

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18 day of June, 2024, by Eduardo Hernandez (name of person) as Public Notary (type of authority) for Thorn Run Partners, LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: Virginia Drivers License

_____ Did take an oath; or

_____ Did not take an oath

EDUARDO HERNANDEZ
NOTARY PUBLIC
REG. #8077537
MY COMMISSION EXPIRES
04/30/2027
COMMONWEALTH OF VIRGINIA

An official website of the United States government Here's how you know



# My Company Profile

## Company Information

**Company Name**

THORN RUN PARTNERS, LLC

**Doing Business As (DBA) Name**

THORN RUN PARTNERS, LLC

**Company ID**

1400170

**Enrollment Date**

Apr 09, 2019

**Employer Identification Number (EIN)**

271541515

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

---

**Total Number of Employees**

20 to 99

**NAICS Code**

541

**Sector**

Professional, Scientific, and Technical Services

**Subsector**

Professional, Scientific, and Technical Services

Edit Company Information

# Employer Category

**Employer Category**

None of these categories apply

Edit Employer Category

# Company Addresses

**Physical Address**

100 M ST SE
STE. 750
WASHINGTON, DC 20003

**Mailing Address**

Same as Physical Address

Edit Company Addresses

# Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

**Number of Sites**

1

Edit Hiring Sites

# Company Access and MOU

**My Company is configured to:**

Verify Its Own Employees

**Memorandum of Understanding**

View Current MOU

# EXHIBIT A

## SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated June 11, 2024, attached hereto and incorporated herein by reference.

# EXHIBIT B

## PROPOSAL SCHEDULE

## PROFESSIONAL FEDERAL LOBBYING SERVICES

NAME OF PROPOSER: Thorn Run Partners In response to the Village's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all services, supervision, coordination, related incidentals necessary to provide **Professional Federal Lobbying Services** for the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated June 11, 2024 including Addenda numbered _____ through _____, inclusive, for an all-inclusive Base Bid for **Professional Federal Lobbying Services** includes all incidental costs.

**The Consultant understands and agrees that the prices submitted are for the services as indicated in the Scope of Service, including but not limited to, all related expenses.**

---

## ANNUAL RATES

| NO | DESCRIPTION | PRICE |
|---|---|---|
| 1. | Year 1 | $72,000.00 |
| 2. | Year 2 | $72,000.00 |
| 3. | Year 3 | $78,000.00 |
| 4. | Year 4 | $78,000.00 |
| 5. | Year 5 | $78,000.00 |
| | **TOTAL** | **$**378,000.00 |

## BIDDER'S AFFIDAVIT

**The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Proposer is familiar with the nature and extent of the services and any local conditions or criteria dictated in the RFP .**

**The undersigned Proposer agrees to provide all services called for by the RFP Documents.**

**The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: Professional Federal Lobbying Services located in VILLAGE OF KEY BISCAYNE, FLORIDA.**

**Company Name:** Thorn Run Partners

**Bidder's Name:** Jim Davenport

**Bidder's Email:** jdavenport@thornrun.com

**Bidder's Title:** Partner

**Bidder's Signature:** _____

# EXHIBIT C

## CERTIFICATE OF INSURANCE

THORRUN-01 JSINGLETARY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Maury, Donnelly & Parr, Inc.<br>24 Commerce St.<br>Baltimore, MD 21202 | PHONE (A/C, No, Ext): (410) 685-4625 | FAX (A/C, No): (410) 685-3071 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Sentinel Insurance Company, Ltd | 11000 |
| INSURER B : Hartford Insurance Companies# | 34690 |
| INSURER C : Hiscox Insurance Company, Inc. | 10200 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Thorn Run Partners, LLC
100 M Street, SE
Suite 750
Washington, DC 20003

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 30 SBA VL5957 | 10/1/2023 | 10/1/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 30 SBA VL5957 | 10/1/2023 | 10/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | 30 SBA VL5957 | 10/1/2023 | 10/1/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | 30WECEG3153 | 10/1/2023 | 10/1/2024 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Bus. Personal. Prop. | | | 30 SBA VL5957 | 10/1/2023 | 10/1/2024 | Ded: $500 | 243,590 |
| C | Professional Liabili | | | MPL5409610.24 | 1/25/2024 | 10/1/2024 | Deductuble: $5,000 | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Village of Key Biscayne is included as additional insured as required by written contract.**

**CERTIFICATE HOLDER**

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE




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# *Executive Summary*

June 20, 2024

Village of Key Biscayne
Procurement Department
88 West McIntrye Street
Suite 250
Key Biscayne, FL 33149

Re: RFP #2024-05 Professional Federal Lobbying Services

Dear Sir or Madam:

Thorn Run Partners, LLC (TRP) is pleased to submit the following proposal to provide Federal Lobbyist Services to Key Biscayne. We are eager to continue our Federal lobbying services for the Village and believe we will continue to deliver measurable results for the community.

Founded in 2010, TRP is a "next generation" government affairs firm, with the ability to deliver a triple-threat toolbox of in-house capabilities: traditional lobbying, policy depth, and strategic communications. TRP merges the best aspects of Federal lobbying firms into one complete package on behalf of clients. We provide the personal service of a boutique firm yet offer the depth and reach of a larger firm with a first-class local government practice. We are proud of recent acknowledgments of our success, including:

- Ranked the #7 lobbying firm out of 2,100+ Federal lobbying firms reviewed by *Bloomberg* and *Politico* in 2023.
- Among the "top lobbyists" by *The Hill*, and one of the "top lobbying firms" by the *Washington* Post.

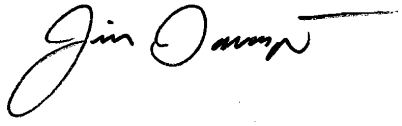
The TRP Local Government Practice Group, which will serve as the team for Key Biscayne and led by Jim Davenport, has more than a century of combined experience successfully representing local governments in Washington, D.C. Greg Burns and I collectively represent more than 50 local governments and public entities from across the country. Apart from us, our team for the Village will include Kyle Sanders, a former Senate staffer, as well as more than 50 members of the firm, including partners, senior staff, and policy professionals.

As you know, I have served as the client team manager for Key Biscayne for the past six and a half years, initially retained by the Village to obtain an U.S. Army Corps of Engineers (USACE) Feasibility Study that would lead to funding for a Coastal Storm Risk Management (CSRM) project. While the task was daunting given "New Start" funding for Feasibility Studies is highly competitive and difficult to come by, we have been enormously successful in not only initiating the Feasibility Study process, but also obtaining nearly all the Federal funding required ($1.5 million) thus far to fund it. Likewise, we have worked with your congressional delegation to secure $500,000 for the K-8 stormwater project as well as advance another community project funding request for the K-8 project for fiscal year 2025. Moreover, we also have secured an additional community project funding request for an offshore barrier reef study, which will likely supplement the USACE's work on the CSRM project.

Our work and success for Key Biscayne as well as other local government clients, particularly in Florida, has proven that TRP is well positioned to work with your delegation to secure funding for a wide variety of the Village's projects and goals. During our careers, the TRP's Local Government Team has helped local government clients secure well more than $5 billion – including more than $1.9 billion in the last two years – for their needs as well as deliver policy wins that in some cases dwarf the value of funded projects.

Thank you for your consideration of our proposal. If you need additional information or have questions, please contact me at (703) 597-2009 or at jdavenport@thornrun.com.

Sincerely,



Jim Davenport, Partner

## *Deliverables Outlined in the Scope of Services*

As detailed in our ***Proposal Approach*** at Tab E, we will continue to provide Federal lobbying services to the Village that meet the deliverables listed in the Village's RFP. Please see the ***Proposal Approach*** section for how we will address the scope of services.

## *Exceptions to the RFP*

TRP has no exceptions to the RFP.

# Qualifications and Experience

## 1. Qualifications

### a. Qualifications of Firm

Incorporated in 2010 and located in Washington, DC, TRP offers a first-in-class, bipartisan government relations and strategic communications practice with extensive experience representing clients on Capitol Hill and before the Executive Branch. TRP is a recognized leader among the next generation of government affairs firms. We provide the personal service of a boutique firm yet offer the depth and reach of a larger firm with a first-class local government practice. We are proud of recent acknowledgments of our success, including: (1) Ranked the #7 lobbying firm out of 2,100+ Federal lobbying firms reviewed by *Bloomberg* and *Politico* in 2023; and (2) Among the "top lobbyists" by *The Hill*, and one of the "top lobbying firms" by the *Washington* Post.

By incorporating traditional lobbying, deep policy expertise, and innovative communications capabilities in one client-friendly platform, TRP approaches every challenge with a truly comprehensive arsenal of skills, strategies, and tactics. At the end of the day, it is geared towards one measurable outcome – our clients' success. We believe that firms emphasizing either political heft or substantive policy depth present a false choice. In today's environment, stakeholders require a breadth of relationships and political acumen, as well as unqualified policy expertise on the issues of importance to them, and Thorn Run provides both.

### b. Qualifications of Staff

Jim Davenport, the current client team leader for the Village, and Greg Burns lead the Local Government Practice Group at TRP, which is the largest local government practice among the top 20 Federal lobbying firms, representing more than 50 local government clients on a wide range of issues.

*"I absolutely can recommend Thorn Run. They do a great job keeping us informed, are thoughtful in how they focus us on potential funding sources and policies and are realistic about our potential chances. They are well respected, set up great meetings for us in Washington, D.C., and when they come to the community, they present well to the Council and community groups. In short, you can't go wrong bringing them on board." – Jim Lewis, City Manager, City of Pismo Beach, Calif.*

Beyond the proposed team for Key Biscayne, our firm includes a bipartisan group of more than 50 professionals with substantial experience in lobbying the Federal government. Our partners have impressive backgrounds as House and Senate Chiefs of Staff, staff for the House and Senate Appropriations Committees, staff directors of key Congressional Committees, and leaders within various Congressional caucuses. Moreover, our policy professionals focus on covering Congressional hearings, issue tracking, legislative monitoring, research, social media, and client team support. Our team condenses substantive information into relevant and concise daily content in addition to our direct, tailored communication to our clients. For a full list of our team and their bios, please visit our website at www.thornrun.com/team.

Additional information about the qualifications of the TRP Team for Key Biscayne can be found at ***Section 2. Service Team and Resumes, b. Provide information on the relevant experience of each team member***, beginning on page 8.

### *c. Industry Knowledge and Expertise*

TRP's more than 270 clients include local government entities, stakeholder coalitions, large and mid-sized corporations, major investment funds, educational entities, and respected nonprofits. We operate in multiple sectors including Education, Energy, Financial Services, Healthcare, Local Governments, Technology, Telecommunications, Transportation, and Water Resources, among others.

Our more than fifty local government clients are currently spread out in a variety of states, including Arizona, California, Colorado, Florida, Illinois, Kansas, Montana, North Carolina, Oregon, South Carolina, and Texas. A list of our local government clients is below.

- Broward County, Florida
- Central Florida Expressway
- Charlotte County, Florida
- City of Billings, Montana
- City of Bloomington, Illinois
- City of Chandler, Arizona
- City of Charleston, South Carolina
- City of Corona, California
- City of Dallas, Texas
- City of Gresham, Oregon
- City of Gulfport, Florida
- City of Hanford, California
- City of Lompoc, California
- City of Manteca, California
- City of Overland Park, Kansas
- City of Pismo Beach, California
- City of Riverside, California
- City of Roseville, California
- City of Santa Maria, California
- City of Visalia, California
- City of West Hollywood, California
- City of Wichita, Kansas
- Contra Costa County, California
- Del Norte County, California
- Denver Regional Council of Governments, Colorado
- Florida Inland Navigation District
- Galveston Island Park Board of Trustees, Texas
- Golden Gate Bridge Highway and Transportation Authority, California
- Los Angeles County Office of Education, California
- Marin Clean Energy, California
- Marion County, Florida
- Martin County, Florida
- Melbourne Airport Authority, Florida
- Miami-Dade County, Florida
- Monroe County, Florida
- Oak Lodge Water Services Authority, Oregon
- Okeechobee Utility Authority, Florida
- Palm Beach County, Florida
- Peninsula Clean Energy, California
- Richland County, South Carolina
- St. Lucie County, Florida
- Sedgwick County, Kansas
- Sonoma County, California
- Sonoma Water, California
- Town of Cutler Bay, Florida
- Transportation Agency of Monterey County, California
- Village of Islamorada, Florida
- Village of Key Biscayne, Florida
- West Coast Inland Navigation District, Florida

### *d. Project Management and Special Services Pertinent to this Solicitation; and Past Performance*

Jim Davenport will continue to serve as the client team manager for Key Biscayne, which has been his role for the past six and a half years. As client team manager for the Village, Jim has worked diligently to secure an U.S. Army Corps of Engineers (USACE) Feasibility Study that would lead to funding for a Coastal Storm Risk Management (CSRM) project. At the end of fiscal year 2025, the Village will be on track to receiving the necessary $1.5 million Federal cost share to fund the study. This was not an easy task, given that "New Start" funding for projects like this is highly competitive. To date, our efforts have included countless meetings and regular engagement with the USACE at all levels, including multiple meetings with USACE Headquarters, the South Atlantic Division, Jacksonville District Office, and two significant meetings with USACE leadership, including Assistant Secretary of the Army, Michael Connor, whose decision ultimately led to the project moving forward.

It is also worth noting that initial meetings with our contacts in the Jacksonville District office in 2018 led to the USACE taking a preliminary look at the Key Biscayne segment while they restudied the larger Miami-Dade County Beach Erosion Control and Hurricane Protection Project (BEC&HPP) with funding the USACE had from the Balanced Budget Act of 2018. The USACE's initial review of the Key Biscayne segment subsequently led to us pursuing a waiver for the BEC&HPP feasibility study, so that an additional $1 million could be spent on the study and the USACE could do additional preliminary work for the Village. The waiver that we secured was the crack that opened the door to ASA Connor's decision that our project was not a New Start, and it paved the way for future appropriations to it.

Our work for Key Biscayne, not only with the USACE but also with the Village's congressional delegation, in addition to our work for other local government clients, particularly in Florida, has proven that TRP is well positioned to help the Village obtain its objectives. For additional samples of our local government successes, please see ***Section 2. Service Team and Resumes, b. Provide information on the relevant experience of each team member***, beginning on page 8.

Below is a list of references for similar work that we perform for local governments.

**Broward County, Florida**
115 Andrews Avenue Fort Lauderdale, Florida 33401
Marty Cassini, Intergovernmental Affairs Manager
954-357-6440; mcassini@broward.org
2015 – Present

**Charlotte County, Florida**
18500 Murdock Circle Port Charlotte, Florida 33948
Eve Sweeting, Legislative Manager
941-743-1276; Eve.Sweeting@charlottecountyfl.gov
2011 – Present

**Martin County, Florida**
2401 SE Monterey Road Stuart, Florida 34996
John Maehl, Environmental Resource Administrator
772-463-3263; jmaehl@martin.fl.us
2003 – Present

**Palm Beach County, Florida**
301 N Olive Avenue West Palm Beach, Florida 33401
Ed Chase, Director of Intergovernmental Affairs
561-355-6266; echase@pbcgov.org
2011 – Present

**Florida Inland Navigation District, Florida**
1314 Marcinski Road Jupiter, Florida 33477
Janet Zimmerman, Executive Director
561-627-3386; jzimmerman@aicw.org
2002 – Present

**City of Wichita, Kansas**
455 North Main Street Wichita, KS 67202
Robert Layton, City Manager
316-268-4351; rlayton@wichita.gov
2015 – Present

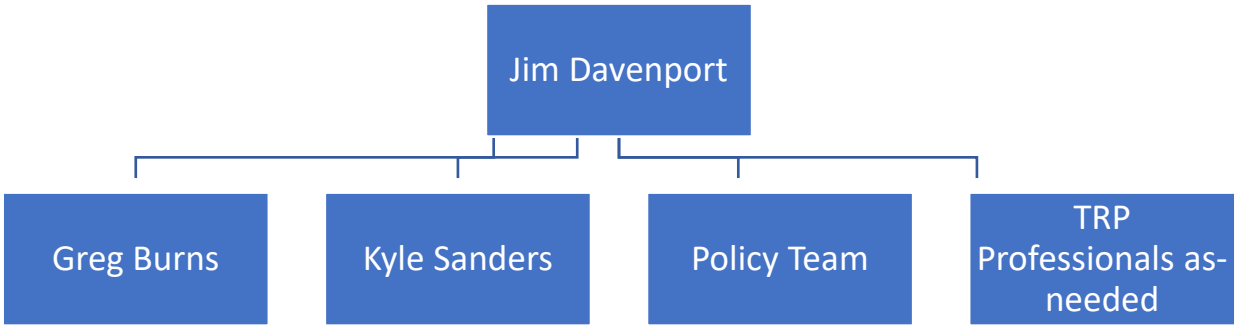
**City of Billings, Montana**
2010 North 27th Street Billings, MT 59101
Chris Kukulski, City Administrator
406-657-8222; kukulskic@billingsmt.gov
2022 – Present

**City of Riverside, California**
3900 Main Street Riverside, CA 92522
Chekesha Gilliam, Intergovernmental Relations Officer
951-826-2419; cgilliam@riversideca.gov
2022 – Present

**City of Bloomington, Illinois**
115 East Washington Street Bloomington, Illinois 61701
Billy Tyus, Deputy City Manager
309-434-2210; btyus@cityblm.org
2022 – Present

## 2. Service Team and Resumes

### *a. Provide an organizational chart of the team that would serve the VILLAGE*




### *b. Provide detailed descriptions of each team member's role, responsibilities, experience, and education. Also provide a current one-page resume for each member.*

For Key Biscayne, Jim Davenport will continue to serve as the lead and have the support of Greg Burns, Kyle Sanders, and the policy team at Thorn Run.

#### JIM DAVENPORT, PARTNER



Jim Davenport provides top tier consulting services to local governments, public entities and not-for-profits on a broad spectrum of issues. His wide variety of public entity clients, including small and large local governments, gives him exposure to the entire scale of Federal agencies and programs. He has developed an expertise on an array of Federal issues, including transportation, water infrastructure, navigation, energy and environment, public safety, and education. He operates strategically and with efficiency, offering his clients meaningful subject-matter knowledge coupled with a determined approach to achieving their objectives.

Jim continues to represent many of the first clients that retained him, representing several for more than 20 years. He is an experienced tactician in navigating the Federal budget, Congressional appropriations process, and competitive Federal grant opportunities to obtain Federal resources on behalf of clients, securing roughly $2 billion in funding over the course of his career. He also consults and advises clients on legislation, agency rulemakings, and Administration policy to position his clients to take advantage of new opportunities and to protect and prepare themselves from regulatory impacts.

Prior to joining Thorn Run Partners in 2018, Jim spent over 18 years as both a partner and managing partner at Alcalde & Fay, representing government entities from states across the country, including Florida, California, Virginia, and Kansas. He has also represented corporate clients in the areas of

environmental remediation, homeland security and public safety, engineering, and energy. Before joining Alcalde & Fay, Jim served as Legislative Assistant in the office of the late Congressman Gerald B. Solomon of New York.

Jim received his Bachelor of Arts in Government at St. Lawrence University and obtained his law degree from The Catholic University of America, Columbus School of Law. Mr. Davenport lives in Arlington with his wife and two sons.

**Roles & Responsibilities for Key Biscayne:** Jim will continue in his current role for the Village, acting as the day-to-day contact and handle all responsibilities on matters involving appropriations, grants, legislation, policy and engagement at the Federal level pertaining to all Village projects. He will manage the Key Biscayne client team, and ensure timely communication with the Village Manager, Council and staff.

**PROFESSIONAL EXPERIENCE**

2018- Present **Partner, Thorn Run Partners**

Federal relations consultant representing over local government entity clients in over 10 states. Advocates on behalf of cities, counties, water and transportation districts addressing a wide variety of issues including: transportation and water infrastructure; coastal resiliency; public safety needs; regulatory matters; economic development; and natural resources. Primary facilitator in developing and implementing clients' federal agendas in Washington D.C.

2015 – 2018 **Managing Partner, Alcalde & Fay, Ltd.**
2002 – 2015 **Partner, Alcalde & Fay, Ltd.**
1999 – 2001 **Associate, Alcalde & Fay, Ltd.**

Federal relations consultant representing more than a dozen government entity clients in the states of California, Florida, Virginia, Kansas and Michigan. Advocates on behalf of cities, counties, water and transportation districts addressing a wide variety of issues including: transportation and water infrastructure; public safety needs; regulatory matters; economic development; natural resources; and flood control. Primary facilitator in developing and implementing clients' federal agendas in Washington D.C.

1995 – 1998 **Legislative Assistant/Legislative Correspondent, Representative Gerald B. Solomon (R-NY)**

Advised the Congressman's efforts on health care and local constituent issues. Wrote a diverse array of correspondence, including letters to heads of departments, dear colleagues, and constituent letters, and monitored legislative issues pertaining to health care, campaign finance, transportation, small business, and labor.

**EDUCATION**

J.D. The Catholic University of America, Columbus School of Law, DC 1999
B.A. Government, St. Lawrence University, NY 1996

## GREG BURNS, PARTNER



Greg Burns provides expert advice and strategic counsel to local and regional governments on a wide variety of issues. Greg represents clients ranging from large, urban regions to small, rural communities across the United States. Prior to joining Thorn Run Partners in 2018, Greg spent more than 15 years in leading roles at two other lobbying firms successfully representing government entities.

Greg's personal approach to client service has allowed him to build long lasting relationships with his clients, many of whom have been represented by him for almost twenty years. He has made it a practice to tailor strategies focused on each client's unique needs. He believes it is vital to forge close relationships with clients, relationships built on trust that yield positive results. Greg also spends time getting to know the communities he represents so he can advocate for their priorities most effectively. This dedication to client service has led clients to refer to him as their "secret weapon in D.C."

During his career, Greg has helped clients secure more than $2 billion in funding for projects as well as deliver policy wins that in some cases dwarf the value of a funded project. Greg successfully helps local governments secure Federal funding for local projects, navigate complicated policy issues, and address regulatory or legislative challenges with Federal agencies or Congress. He believes that proactive and consistent engagement is essential for driving success.

Before joining Thorn Run Partners, Greg spent a decade as a Vice President at Van Scoyoc Associates. Prior to that, he was a lobbyist with another firm for nearly 6 years, helping that firm grow substantially. Before becoming a lobbyist, Greg served on the legislative staff of former Rep. Darlene Hooley of Oregon, where he was responsible for a broad array of issues. Greg also was part of the U.S. Public Interest Research Group's staff in Washington, D.C.

Greg is a graduate of the University of Virginia with a Bachelor of Arts in Government and English. He lives in the Capitol Hill neighborhood of Washington, D.C. with his family.

**Roles & Responsibilities for Key Biscayne:** Greg works in tandem with Jim on several clients in South Florida, and collaborates daily with Jim on client strategy and congressional engagement involving Key Biscayne and Dade County. Greg provides additional access to the U.S. Army Corp of Engineers, members of the Florida congressional delegation, and various Federal agencies. He and Jim tend to cover disparate Federal issues important to local governments, and he will continue in his role as co-lead of the Local Government Practice Group.

**PROFESSIONAL EXPERIENCE**

2018 – Present **Partner, Thorn Run Partners**

Federal relations consultant representing more than a dozen government entity clients in the states of California, Florida, and Texas. Advocates on behalf of cities, counties, and water and transportation districts addressing a wide variety of issues including: transportation and water infrastructure; public safety needs; regulatory matters; economic development; natural resources; and flood control. Primary facilitator in developing and implementing clients' federal agendas in Washington D.C.

2008 – 2018 **Vice President, Van Scoyoc Associates, Inc**.

Federal relations consultant representing more than a dozen government entity clients in the states of California, Florida, and Texas. Advocates on behalf of cities, counties, and water and transportation districts addressing a wide variety of issues including: transportation and water infrastructure; public safety needs; regulatory matters; economic development; natural resources; and flood control. Primary facilitator in developing and implementing clients' federal agendas in Washington D.C.

2004 – 2008 **Principal, Marlowe & Company**
2002 – 2004 **Legislative Representative, Marlowe & Company**

Lead firm efforts representing local government entities and non-profits before the federal government on a variety of issues including: funding for water resources/infrastructure, transportation, and economic development projects, legislative and regulatory policy, and grassroots mobilization. Work directly with congressional delegations and authorization and appropriations committees to secure legislative and funding accomplishments for clients. Develop, and work to have introduced, various items of legislation in Congress. Firms' gross income increased over 400 percent during employment.

2000 – 2002 **Legislative Assistant and System Administrator, Representative Darlene Hooley (D-OR)**

Led and advised the Congresswoman's efforts on health care, telecommunications, campaign finance, judiciary, and science issues, including writing and introducing legislation. Wrote a diverse array of correspondence, including floor statements, letters to the President and heads of departments, dear colleagues, press releases, and constituent letters on issues such as foreign affairs, health care, defense, judiciary, taxes, telecommunications, campaign finance, trade, financial services, transportation, small business, and labor.

**EDUCATION**

B.A. Government and English, University of Virginia, VA 2000

## KYLE SANDERS, SENIOR VICE PRESIDENT



Kyle Sanders brings a decade of public service experience to Thorn Run Partners that includes his most recent assignment as a senior aide and Deputy Chief of Staff to Senator Thom Tillis (R-NC), a member of the Senate Finance, Banking, Judiciary, and Veterans Affairs committees.

While working for his home-state Senator, Kyle oversaw the office's economic development, transportation & infrastructure, appropriations, federal grants, and disaster recovery initiatives. This unique policy set allowed him to develop an expansive network of state, local, federal, non-profit, and private sector partners establishing him as a uniquely accomplished convener in Washington. While overseeing the wide-ranging economic development portfolio, Kyle helped numerous private companies navigate nuanced federal roadblocks to crack open hundreds of millions of dollars in

private capital investment and thousands of new jobs to the state. While also leading the Senator's intergovernmental affairs portfolio, he helped local units of government secure billions in federal grant funding and guided them through the all-too-common "bureaucratic pauses" associated with many federal projects. Over the course of his career in public service, Kyle's results-driven approach to advocacy has earned him a reputation for solving complex problems on behalf of stakeholders of all types.

Kyle's Hill experience extends beyond his time in the Senate. Since arriving in Washington, he has provided counsel to Representatives John "Judge" Carter (R-TX), Andy Harris (R-MD), and David Rouzer (R-NC). During his time as Representative Rouzer's Legislative Director, Kyle led the Congressman's policy team covering issues ranging from judiciary and financial services to transportation and agriculture. Kyle was also integral in the Congressman's disaster recovery efforts in the wake of Hurricanes Matthew and Florence. Kyle's career in advocacy began before he set foot in Washington. Prior to working on Capitol Hill, he served as an Assistant District Attorney in his hometown of Fayetteville, North Carolina, where he prosecuted misdemeanor cases in District Court.

Kyle graduated with Honors from the University of North Carolina Wilmington earning a Bachelor of Science in Business Administration with a minor in Philosophy. He obtained his J.D. with honors and is licensed to practice in North Carolina and Washington, DC. He lives in Dupont Circle with his wife, Miriam.

**Roles & Responsibilities for Key Biscayne:** Kyle has a wealth of relationships on Capitol Hill given his recent experience in the Senate and House. Kyle has a keen understanding of lobbying for local governments given he covered local government issues for Senator Tillis. At TRP, Kyle assists Jim and Greg with additional outreach to members of Congress as well as tracking Federal matters important to the Village.

**PROFESSIONAL EXPERIENCE**

2023 – Present **Senior Vice President, Thorn Run Partners**

Actively serve as the lead lobbyist for multiple firm clients. Represent clients' interests to both chambers of Congress, regardless of party affiliation, and the Administration to advance policy priorities, funding requests, and other client-specific needs**.** Routinely presents a federal government affairs update to private sector stakeholders. Works closely with congressional staff on legislation, appropriations and authorizations. Organizes client fly-in visits with pertinent Congressional and Administration officials. Submits client testimony to Committee staff regarding key Congressional hearings

2020 – 2023 **Deputy Chief of Staff, Office of Senator Thom Tillis (R-NC)**
2018 – 2020 **Special Assistant for Economic Development, Office of Senator Thom Tillis (R-NC)**

Served as a senior advisor to the Senator on policy issues including: earmarks, federal grants, transportation, Indian Affairs, intergovernmental affairs, and FEMA**.** Directed the Senator's federal grant advocacy strategy that included guiding a team of seven staff members and coordinating with senior officials in several Administrations to broker principal level discussions with Department Secretaries on North Carolina priorities**.** Established and directed our statewide Congressionally Directed Spending efforts earmarking millions for key projects. Built coalitions, developed action

plans, and advised stakeholders on federal grant strategies resulting in billions in federal resources. Coordinated with state officials, federal agencies, and Senate Appropriators to secure more than a billion dollars in supplemental appropriations following several major natural disasters impacting North Carolina.

2017 – 2018 **Principal, Chamber Hill Strategies**

Monitored legislative and regulatory issues and collected intelligence to advise clients on topics related to transportation, infrastructure, health care, tax, homeland security, immigration, and financial services**.** Published periodicals analyzing transportation policy based on insights from industry experts and lawmakers. Organized successful trade association fly-in visits to Capitol Hill. Served as the keynote speaker presenting public policy updates to a trade association and client.

2015 – 2017 **Legislative Director & Counsel, Office of Representative David Rouzer (R-NC)**

Managed three legislative staff, maintained a comprehensive legislative portfolio, oversaw constituent mail response program and policy agendas, administered authorization and appropriation requests, and worked with the Communications Director to form a cohesive media and marketing strategy for Rep. Rouzer. Advised Rep. Rouzer on all legislative areas with expertise in transportation & infrastructure, health care, judiciary, intellectual property, financial services, tax, natural resources, and energy issues. Coordinated with Transportation Committee staff to include legislative provisions in the Water Resources Development Act that enhanced safety in local maritime channels and improved conditions for coastal commerce. Incorporated the Primary Care Caucus to create a bipartisan forum for stakeholders to discuss policies aiming to reduce health care costs and increase quality of care

2014 – 2015 **Legislative Aide/Legislative Correspondent, Office of Representative Andy Harris (R-MD)**

2012 – 2013 **Assistant District Attorney, 12th Prosecutorial District Attorney's Office, Fayetteville, NC**

Prosecuted misdemeanor cases including DWI, larceny, child abuse, and assault**.** Negotiated plea arrangements with defense attorneys and defendants to resolve an array of criminal charges**.** Independently managed a district court docket of 300 to 500 cases daily.

**EDUCATION**

J.D. Florida Coastal School of Law, FL 2012
B.S. Business Administration, University of North Carolina Wilmington, NC 2009

### *c. Provide information on the relevant experience of each team member.*

In addition to the experience reflected in our team's bios and resumes, below we have highlighted our qualifications and experience in the subject areas that are of interest to Key Biscayne, including transportation, coastal resiliency and flood control, economic development, housing, parks, water, wastewater and public safety. All bulleted successes below are attributable to the Local Government Practice leads, Jim Davenport and Greg Burns.

**Transportation Infrastructure**

The broad array of transportation and infrastructure clients we represent means that we are well-versed in the appropriations and authorizing bills, as well as Executive Branch grants and regulations that will impact the Village's transportation funding efforts. The TRP team has extensive experience advocating to Congress and the Department of Transportation (DOT) modal agencies, including the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA), and Federal Aviation Administration (FAA) on behalf of transportation agencies and local governments.

*"There were some very difficult questions asked in those meetings [when I was in Washington]. What I was thoroughly impressed with is the fact that Thorn Run Partners did not shy away from it; they got into it. They fought for those dollars right there, in the office. That is what I am talking about as far as confidence. To have seen that, we had someone up there who was fighting for us. That's what I know we have with TRP because I've seen it firsthand." – Tax Collector Chris Craft, St. Lucie County, Fla.*

The TRP team also works closely with the House Transportation and Infrastructure Committee, the Senate Environment and Public Works Committee, the Senate Commerce, Science, and Transportation Committee, and the Senate Banking, Housing and Urban Affairs Committee on authorization and policy issues. TRP can be a powerful champion on transportation issues important to the City and can emphasize the value of funding opportunities for a variety of transportation needs.

During consideration of the surface transportation bills SAFETEA-LU in 2005 and MAP-21 in 2012, TRP team members successfully advocated on issues including higher funding levels for highways and transit; reforming Small Starts criteria; standards for highway preservation; expanding the authority for states to assume environmental clearance authority from the Federal government; authorization and continuation of the Projects of National and Regional Significance program; preventing the elimination of dedicated transit funding; maintaining broad eligibility for bus rapid transit; allowing States and local governments to receive higher Federal shares when using innovative technologies; and providing dedicated deployment funding for asphalt and concrete technologies to assist States in implementing these cost-saving innovations.

During the FAST Act debate in 2015, we advocated on behalf of our clients for increased topline funding for Federal transportation programs, as well as increased sub-allocations to local governments and Metropolitan Planning Organizations. Meanwhile, during congress's work on the Infrastructure Investment and Jobs Act (a.k.a. Bipartisan Infrastructure Law), we advocated heavily from a transportation perspective to ensure robust funding for the Capital Investment Grant Program, from which several of our clients will seek funding. We also sought robust discretionary grant opportunities for communities and transportation agencies.

Some of our transportation funding and policy successes over the past few years include:

- $400 million in 2022 Bridge Investment Program Large Bridge Grant funding for the Golden Gate Suspension Bridge Seismic Retrofit project for Golden Gate Bridge, California
- $1.8 million for Card Sound Bridge replacement planning for Monroe County, Florida
- $4.4 million for the expansion of Marlin Road in the Village of Cutler Bay, Florida
- $1 million for a Reconnecting Communities Planning Grant, City of Wichita, Kansas
- $2 million for the Electric Vehicle Charging Program expansion for Marin Clean Energy, California
- $21 million BUILD Grant for North Junction, City of Wichita, Kansas
- $18.35 million in BUILD Grant funding for road infrastructure projects in El Paso County, Colorado to support the growing military installations
- $2 million for Hamilton Road, City of Bloomington, Illinois
- $1,466,279 for 82nd Street Realignment, City of Overland Park, Kansas
- $850,000 for traffic sensors, City of Overland Park, Kansas
- $1,811,00 for the Pajaro to Prunedale G12 Corridor Project, Transportation Agency of Monterey County
- $2.1 million for US 50/400, City of Wichita, Kansas
- $1 million for the San Pablo Avenue Complete Street - Bay Trail Gap Closure, Contra Costa County, California
- $10,473,900 in TIGER V competitive funding to Lee County, Florida to implement the $13,210,918 Lee County Complete Streets Initiative. This project will support bicycle and pedestrian transportation connections throughout the County's regional trail network: the Tour de Parks Loop, the University Loop, and the Bi-County Connector.
- $48 million to Lee County, Florida for improvements to Interstate 75
- $2 million for St. John's Heritage Parkway, City of Melbourne, Florida
- $2.2 million for the replacement of Sharpes Ferry Bridge, Marion County, Florida
- $1.225,000 for the Belleview Bypass and Baseline Road project, Marion County, Florida
- $640,000 in 2023 Safe Streets and Roads for All Planning Grant funding for the Monterey County Regional Vision Zero Plan, Transportation Agency for Monterey County, California
- $500,000 in 2023 Safe Streets and Roads for All Planning Grant funding for a Comprehensive Safety Action Plan, City of Lompoc, California
- $15 million for a grade separation project, City of Riverside, California
- $500,000 planning grant to extend Amtrak to the City of Wichita, Kansas
- $3.56 million for street safety improvements from the FY23 Safe Streets for All (SS4A) grant program, City of Billings, Montana
- $3.18 million for the 181st Ave. Safety Improvements Project, City of Gresham, Oregon
- $700,000 to develop a bicycle/pedestrian route along the East Sir Francis Drake Gap Closure, Marin County, California
- Successfully included language in MAP-21 to provide mid-sized transit systems with new flexibility on how they spend Federal transit funding. Under prior Federal law, transit agencies must use their entire allocation on capital or maintenance expenses in UZA's of more than 200,000 people. With the language we secured, Federal law will no longer simply link population with how Federal transit funds can be spent by local governments. Instead, the size of a transit system is the arbiter. As a result, some systems will gain flexibility and be able to use a portion of their Federal transit funding on operations, not just capital, if desired.

**Coastal Storm Risk Management, Flood Control, Harbor Maintenance, Aquatic Ecosystem Protection and Waterway Improvements**

TRP has substantial experience working on coastal storm risk management, flood control, harbor maintenance and other related U.S. Army Corps of Engineers issues from three different but equally important viewpoints – legislative, Federal agency, and local, and have strong relationships with Headquarters, Division, and District offices of the Corps. Our team understands the processes, personalities, and policies of the Corps throughout its bureaucratic levels.

*"The Thorn Run personnel have performed in an exemplary manner for the District for over 14 years and have assisted in securing over $45+ million in federal funding for the Intracoastal Waterway during that time." – Mark Crosley, Executive Director, Florida Inland Navigation District, FL*

TRP's team also works closely with the Energy and Water Appropriations Subcommittees, the House Transportation and Infrastructure Committee, and the Senate Environment and Public Works Committee on a frequent basis. Our team members possess direct knowledge and experience in handling the funding and policy issues associated with port and other Corps projects. We understand the legislative processes, planning, and budgeting behind funding decisions – an interrelationship of heightened importance because of Congress's increasing dependence on Corps work plans and continuing resolutions.

*"Big kudos to Thorn Run. We met today with the new Colonel from the [Galveston District of the] U.S. Army Corps [of Engineers]. He told us we were the only project to have gotten approval for funding and asked what our secret was. I told him we have a secret weapon in DC." – Kelly de Schaun, Executive Director, Galveston Island Park Board of Trustees, Texas*

TRP's team has not only secured Federal funding for projects or studies, but also works directly with the Corps of Engineers to solve problems with projects or studies, encourages the Corps to take quick action on studies, and works proactively to address potential problems. The team has dealt with the details of many Corps projects and studies, including reimbursable construction projects, feasibility studies, General Reevaluation Reports, Limited Reevaluation Reports, Design Deficiency Reports, Project Cooperation Agreements, Project Implementation Reports, Dredged Material Management Studies, Contributed Funds Agreements, and Continuing Authorities Program projects. We have worked on both port and coastal projects from the initial study effort, through authorization, to funding and ultimately, construction. A representative listing of several of our team's accomplishments are listed below.

- **$1.1 million for a Coastal Storm Risk Management Study, Village of Key Biscayne, Florida, with an additional $500,000 requested in the President's Budget request for FY 2025**
- **Obtained a waiver to the U.S. Army Corps of Engineers 3x3x3 policy, allowing the Dade County Beach Erosion Control and Hurricane Protection Project Feasibility Study to be extended for one year and for an additional $1 million to be spent on study, of which $700,000 was allocated for study of the Village of Key Biscayne, Florida, which was key to getting past the USACE New Start policy**
- $500,000 for the Corps of Engineers to study the Central and Southern Florida Project (C&SF Project) for flood resiliency improvements in Broward County, Florida
- $10,594,000 for a Corps of Engineers renourishment project in Fort Pierce, St. Lucie County, Florida
- $5,484,300 for the Twin Lakes Subdivision pre-disaster mitigation project in Monroe County, Florida
- $4,800,000 for the construction of the jetty at the St. Lucie Inlet, Martin County, Florida

- $8,532,000 to Martin County, Florida for improvements to the north and south jetties at the St. Lucie Inlet, deemed the most dangerous inlet on the East Coast
- $47,210,000 to the City of Santa Maria, California over three fiscal years for the reconstruction of the Santa Maria River Levee system that will help protect the more than 100,000 residents of northern Santa Barbara County from the threat of flooding
- $2,572,000 to St. Lucie County, Florida for the Corps of Engineers to study the erosion problems of the southern St. Lucie County shoreline
- Secured $22,803,000 for the St. Lucie County, Florida South County shore protection project, which represents 100% of the funding needed for the project. The local share of the project will be repaid to the Corps of Engineers over many years because of the impacts of storms, thereby necessitating an initial loan from the federal government.
- $1.55 million plus necessary supplemental appropriations funding to Martin County, Florida for the construction of the Hutchinson Island shore protection project
- $13,660,000 for Gulf Intracoastal Waterway, West Coast Inland Navigation District, Florida
- Expedited Army Corps of Engineers permit for Big Carlos Pass, West Coast Inland Navigation District, Florida
- $22.18 million for the Palm Beach County Shore Protection Project, Palm Beach County, Florida
- $7.335 million for the Duval County Beach Project, City of Jacksonville Beach, Florida
- Increased the federal cap on the Peanut Island environmental restoration project from $5 million to $9.75 million, which subsequently led to the Corps reimbursing FIND $1.6 million, Florida Inland Navigation District, Florida
- $14.569 million over three years for levee stabilization construction not requested by Administration, Contra Costa County, California
- Helped make County region one of just five areas eligible nationally for Harmful Algal Blooms Demonstration Program of Army Corps of Engineers, Contra Costa County, California
- $19.491 million over twelve years for maintenance dredging, Contra Costa County, California
- $8.089 million over ten years in study funding for a dredging project generally unbudgeted by the Administration, Ongoing, Contra Costa County, California
- $41.170 million over twelve years, $3.4 million above Administration request, for maintenance dredging, Contra Costa County, California
- $97.31 million, ($95.31 million above Administration requests) over ten years, including "new start" not requested by Administration, for flood control project, with statutory language each year requiring Corps to fund project opposed by Administration, City of Dallas, Texas
- $298 million authorization of flood control project, prior to completion of Army Corps study process. Corps process would likely have resulted in a project with more limited scope and federal share of $51 million, City of Dallas, Texas
- $2.55 million for Army Corp investigations in Dallas Floodway/Upper Trinity River Basin,
- $2 million to dredge White Rock Lake, City of Dallas, Texas
- $25.713 million for construction of flood control project, $16.309 million above Administration requests, City of Petaluma, California
- $19,280,625 in FY22 Port Infrastructure Development Grant funding for the Port Everglades Berths Improvement and Modernization Project in Broward County, Florida
- $7,456,000 to fund a Corps of Engineers operations and maintenance project on the Okeechobee Waterway, Florida Inland Navigation District, Florida
- $70,284,000 for maintenance dredging of the Atlantic Intracoastal and Intracoastal Waterways in Florida, Florida Inland Navigation District, Florida Inland Navigation District, Florida

- $87.5 million federal share of authorization for largest environmental restoration project west of the Mississippi River, adding $52 million in federal authorization to project as approved by the Army Corps, Sonoma County Water Agency, California

**Emergency Response**

Our team has extensive experience working with the Federal Emergency Management Agency (FEMA) to help local governments respond to critical emergencies. TRP represents both coastal and inland communities susceptible to natural (and man-made) disasters in California, Florida, and Texas. For instance, in 2017 and 2018, we worked with the Corps of Engineers and our clients to ensure damaged areas in Florida and Texas were assessed and funded. As a result, nearly $350 million was allocated to four of our county clients by the Army Corps of Engineers for damages to our clients' coastlines and waterways.

Meanwhile, all local governments want to maintain public safety services, including communications, if not improve them. TRP works closely with many of the FEMA grant programs, including the Assistance to Firefighters Grants (AFG) and the Staffing for Adequate Fire and Emergency Response Grants (SAFER).

Our disaster recovery, NFIP, and FEMA successes include:

- $5.7 million to the City of Santa Maria, CA from two FEMA fire grant programs (SAFER and Fire Stations) to build both a new fire station and staff it with firefighters.
- $988,410 to the City of Santa Maria, California from the Assistance to Firefighters grant program for the purchase of an aerial apparatus vehicle.
- Helped the City of Visalia, California secure a $1.998 million disaster recovery grant from the Economic Development Administration for construction of storm drainage and flood management facilities to reduce the potential of localized flooding in the City's downtown area.
- We worked with Congress and FEMA on behalf of the City of Santa Maria, California to successfully advocate for making ballistic protective equipment (BPE, e.g. bulletproof vests) eligible for funding from the Assistance to Firefighters Grant (AFG) program, beginning in Fiscal Year 2014. Prior to our efforts, the AFG program did not allow for funding of BPE, which has become increasingly important for firefighters and other emergency medical service personnel attempting to reach the wounded while responding to active shooter and mass casualty incidents.
- Worked closely with a coalition of supporters on behalf of Galveston County, Texas to secure a legislated one-year extension of Social Services Block Grant funding provided to several states, including Texas and Florida, to allow those jurisdictions to recover from the 2008 hurricane season.
- Identified a gap in flood insurance legislation that would leave workforce housing in communities across the country susceptible to extreme National Flood Insurance Program rate increases, wrote legislation to correct the inequity, and worked with bi-partisan members of Congress to introduce the bill during the 114th Congress (H.R. 2918). This legislation would ensure that all Americans have access to affordable flood insurance.
- Fought cuts to the Emergency Management Performance Grant program, providing clients with additional funding for their emergency management operations.
- Fought proposed changes to FEMA's Public Assistance program that would create a "disaster deductible", therefore increasing disaster recovery costs to local and state governments.
- Worked to pass legislation that restricted FEMA's ability to change what local governments could spend emergency management funding on.

**Economic Development, Parks, Workforce Training, and Housing**

The TRP Local Government Practice Group has extensive experience working with local and regional governments to help achieve their economic development goals. We work closely with the Economic Development Administration (EDA), the Department of Agriculture (USDA), Department of Housing and Urban Development (HUD), and other Federal agencies to not only secure funding, but also create new opportunities for our client's communities. The EDA provides a good source of funding for public works projects, such as wastewater treatment, roads, and other utilities, that bring high-quality jobs to a community. With HUD, we have a strong rapport with the Offices of Congressional and Intergovernmental Affairs, Community Program Development, Economic Development, and others, working on matters pertaining to the HOME Investment Partnership Program, Community Development Block Grant (CDBG) Program, and Sec. 108 Loan Guarantee Program, Lead Hazard Control, and Healthy Homes, and homelessness issues. Annually, we work to support funding for CDBG, which is often slated for a reduction in the Administration's budget request but funded at stable levels by Congress

Recent representative examples of our economic and community development, workforce training, and housing successes are listed below:

- $1 million for tree planting and maintenance, City of Billings, Montana
- $2 million for Gradin Community Park, City of Gresham, Oregon
- $1.3 million for renovations to Pioneer Park in Lompoc, California
- $1.5 million for renovations to Gulfport Senior Center for Gulfport, Florida
- $500,000 to construct a Japanese Community Center in Santa Maria, California
- $561,000 for renovations to the Veteran's Memorial Building in Hanford, California
- $750,000 for a Navigation Center for Manteca, California
- $791,200 for Equitable Energy Resilience and EV Infrastructure for Sonoma County, California
- $650,000 for Marin City/Golden Gate Public Housing Energy Efficient Lighting, Marin County, California
- $1 million for Park Infrastructure Improvements for the Unified Government of Wyandotte County/Kansas City, Kansas
- $850,000 for a program to upgrade electrical panels in low-income homes, Marin Clean Energy, California
- $750,000 for the Healthy Homes Program for Marin Clean Energy, California
- $2 million for the Electric Vehicle Charging Program expansion for Marin Clean Energy, California
- $500,000 for an energy storage program, Marin Clean Energy, California.
- $750,000 for a Just Transition Economic Revitalization Plan Project, Contra Costa County, California
- $700,000 for the Veterans Memorial Buildings Improvements Project, Contra Costa County, California
- $1.5 million for 6th St. – Heritage Trail, Unified Government of Wyandotte County and Kansas City, Kansas.
- $400,000 for Klamm Park, Unified Government of Wyandotte County and Kansas City, Kansas.
- $2.5 million for a housing renovation project, Cerebral Palsy Research Foundation, Wichita, Kansas

**Water and Wastewater Infrastructure and Environmental Protection**

TRP tackles water resource issues at the Federal level, including drinking water and wastewater improvements, through a multi-pronged approach that includes regulatory intervention, to appropriations for environmental infrastructure projects, to policy reform. Among the many issues we have worked on include reclaimed water, nutrient issues, watershed protection, wetland conservation, coastal restoration, dredging for navigation, onshore and offshore energy exploration, air pollution, pesticides, "Brownfields," the Clean Water Act, Section 404 permitting, and innovative environmental research and development. Likewise, we work very closely with the Environmental Protection Agency (EPA), as well as the House and Senate Appropriations Committees, to maintain robust funding for the State Revolving Fund, which provides loan/grant funding to communities.

We have been closely involved in issues relating to the development of total maximum daily loads for various nutrients, including phosphorus in a variety of impaired watersheds. We work with our impacted clients, the EPA, and Congress to ensure that any rules that are adopted are fair and based on science, as they can have significant costs to local governments, utilities, and others. Recent funding successes on behalf of our clients include:

- Assisted in securing a $278 million WIFIA loan from the Environmental Protection Agency for the City of Wichita, Kansas
- Assisted in securing a $37 million WIFIA loan for the City of Roseville, California for improvements to the City's drinking water infrastructure
- Assisted in securing a $34 million EPA WIFIA loan to support the Cascade Groundwater Development Program, City of Gresham, Oregon
- $12 million for aquifer storage and recovery, City of Wichita, Kansas
- $91 million for the Florida Keys Water Quality Improvement Program, with over $20 million for the Village of Islamorada, Florida
- $14,124,000 in FY22 Bureau of Reclamation Title XVI program funding for the Central Coast Blue project in City of Pismo Beach, California
- $2,000,000 to develop the Kaw Point Wastewater Treatment Plant Biosolids Project in the Unified Government of Wyandotte County/Kansas City, Kansas
- $3,200,000 to develop the Ackerman Septic to Sewer wastewater collection system in Charlotte County, Florida
- $2,000,000 for wastewater improvements, City of Bloomington, Illinois
- $1 million for wastewater improvements, Town of Cutler Bay, Florida
- $1 million for wastewater system, Okeechobee Utility Authority, Florida.
- $500,000 for K-8 wastewater system, Village of Key Biscayne, Florida.
- $959,757 for water treatment, Palm Beach County, Florida
- $16.62 million for Central Coast Blue, a reclaimed water project in Pismo Beach, California over three years from the Bureau of Reclamation's competitive Title XVI WIIN Act-eligible water reclamation infrastructure program.
- Helped the City of Visalia, California secure a $1.998 million disaster recovery grant from the Economic Development Administration for construction of storm drainage and flood management facilities to reduce the potential of localized flooding in the City's downtown area.
- $67,000 in technical assistance from the Environmental Protection Agency to the City of Santa Maria, California to support integrated planning for municipal wastewater and stormwater management. The City was one of only five awardees.
- $2.53 million in Federal funding for the Cambria Community Services District's Corps of Engineers seawater desalination project

**Public Safety and Law Enforcement**

Law enforcement issues have broad support among members of Congress, with funding regularly available for police departments, communities, and school districts for hiring programs, technology, crime prevention, and intervention. Our work includes routine advocacy with the Department of Justice and its sub-agencies, including the Community Oriented Policing Services (COPS) office, Bureau of Justice Assistance (BJA), and the Office of Juvenile Justice and Delinquency Prevention (OJJDP), to name a few. Our relationships extend to the congressional committees of jurisdiction, including the House and Senate Committees on the Judiciary, and the House and Senate Appropriations Subcommittee on Commerce, Justice, and Science.

A sample of our clients' successes in obtaining support for law enforcement and crime prevention programs is included below:

- $550,000 for the Sheriff's Office Computer Aided Dispatch (CAD) and Records Management Systems (RMS) Update in Del Norte County, California
- $750,000 to integrate mental and behavioral health resources into the justice system in the Unified Government of Wyandotte County/Kansas City, Kansas
- $1,180,000 for the Policing the Teen Brain/Strategies for Supporting Youth in the Community program for Contra Costa County, California
- $1 million for the Transition Aged Youth Diversion program for Contra Costa County, California
- $1 million to establish the Contra Costa Crisis Services Hub, Contra Costa County, California
- $1 million for a Mobile Crisis Response Team (MCRT) Expansion Project for Contra Costa County, California
- $963,000 for the underserved survivors support and safety program, Contra Costa County, California
- $500,000 to the City of Hanford, California from the Department of Justice's COPS Hiring program to hire four police officers
- $625,000 to the City of Manteca, California from the Department of Justice's COPS Hiring program to hire five police officers

***d. Describe what approach the team would take in providing services to VILLAGE. Indicate type and frequency of meetings and other forms of communications.***

Please see the ***Proposal Approach*** beginning on page 26 for details on our approach to services and communication with the Village.

## *3. Personnel Plan*

***a. A complete operating plan with organizational chart and supporting information which illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all types of positions included in the proposal.***

Our operating plan for Key Biscayne, which we refer to as the Village's Federal legislative agenda, is largely driven by the annual goals of the Village, which for 2024 are: (1) funding and implementation of the CSRM Feasibility Study; (2) funding for the K-8 Stormwater System; and (3) funding for an Offshore Barrier Reef Study. These goals were established at the end of 2023 through our discussions with the Village Manager and his team, and supported by the Village Council. In addition to these three main goals, TRP regularly alerts the Village Manager to grant opportunities as well as major policy and legislative developments that could impact the Village.

Implementation of the Village's Federal lobbying efforts will continue to be led by Jim Davenport. He will continue to manage the TRP Key Biscayne client team and consult daily with the co-lead of the Local Government Practice Group, Greg Burns, to share strategies, concerns, and progress. Both Jim and Greg actively manage Kyle's weekly activities and can solicit support from other TRP personnel.

A chart providing an overview of our work for the Village on a quarterly basis is below.

| Q1 2024 | Q2 2024 | Q3 2024 | Q4 2024 |
|---|---|---|---|
| Federal Agenda Development and Political Landscape Analysis | Agenda review, modifications | Agenda review, modifications | Begin preparing new agenda for 2025 |
| Appropriations Requests to Delegation | Appropriations Requests to Appropriations Committees | Continue Advocacy with Committee and Congressional staff | Continue Advocacy with Committee and Congressional staff |
| Monitor/Seek Federal Grants | Monitor/Seek Federal Grants | Monitor/Seek Federal Grants | Monitor/Seek Federal Grants |
| Monitor Legislation, Submit Letters of support/opposition, build support | Monitor Legislation, Submit Letters of support/opposition, build support | Monitor Legislation, Submit Letters of support/opposition, build support | Monitor Legislation, Submit Letters of support/opposition, build support |
| Monitor Rulemakings | Monitor Rulemakings | Monitor Rulemakings | Monitor Rulemakings |
| Arrange Trip to Washington DC to meet with Members of Congress, Federal Agency Officials | Arrange Trip to Washington DC (if it has not occurred) | Arrange for Delegation members to meet with Key Biscayne officials in FL | Plan for next Washington DC Trip |
| Communicate with Key Biscayne's Congressional Delegation | Communicate with Key Biscayne's Congressional Delegation | Communicate with Key Biscayne's Congressional Delegation | Communicate with Key Biscayne's Congressional Delegation |
| Engage directly with Key Biscayne staff and proactively provide reports, strategic intelligence, and suggest advocacy recommendations | Engage directly with Key Biscayne staff and proactively provide reports, strategic intelligence, and suggest advocacy recommendations | Engage directly with Key Biscayne staff and proactively provide reports, strategic intelligence, and suggest advocacy recommendations | Engage directly with Key Biscayne staff and proactively provide reports, strategic intelligence, and suggest advocacy recommendations |

As it pertains to our work for Key Biscayne on a daily, weekly and monthly basis, the chart below generally reflects the client team's work for the Village.

| Team Member | Daily | Weekly | Monthly |
|---|---|---|---|
| Jim Davenport | Act on, and monitor, congressional appropriations, Federal grants, rulemakings, and policy. Share relevant intel with Village Manager | Engage with Village's congressional delegation, congressional committee staff, and Federal agency officials; collaborate with Key Biscayne client team; share relevant information with Village Manager | Carry out items listed in the chart above; Report progress to Village Manager |
| Greg Burns | Monitor progress on congressional appropriations, Federal grants, monitor Federal rulemakings, and policy, and share relevant intel with Jim | Engage with members from the Florida Congressional Delegation; Engage with Federal agency officials; Report relevant information to Jim | Report relevant information to Jim |
| Kyle Sanders | Monitor key legislative action in the Senate relevant to local governments; Engage with former Senate colleagues; share relevant intel with Jim and Greg | Monitor key legislative action in the Senate relevant to local governments; Engage with former Senate colleagues; share relevant intel with Jim and Greg | Monitor key legislative action in the Senate relevant to local governments; Engage with former Senate colleagues; share relevant intel with Jim and Greg |
| TRP Policy Team | Provide *TRP Tip Sheet*; monitor congressional hearings and Federal agency rulemakings; assist with research | Provide *TRP Grant Alert for Local Governments* | Provide memos on congressional hearings, legislation and relevant Federal policy |

Furthermore, unlike nearly all Federal lobbying firms in Washington, all TRP personnel participate in a firm-wide call every morning to share up-to-date Capitol Hill and Federal agency intelligence that is otherwise not reported by the daily media outlets. The call, which is led by TRP founders Chris Lamond and Andy Rosenberg, is a collaborative and engaging experience to ensure information important to our clients is widely disseminated to firm personnel.

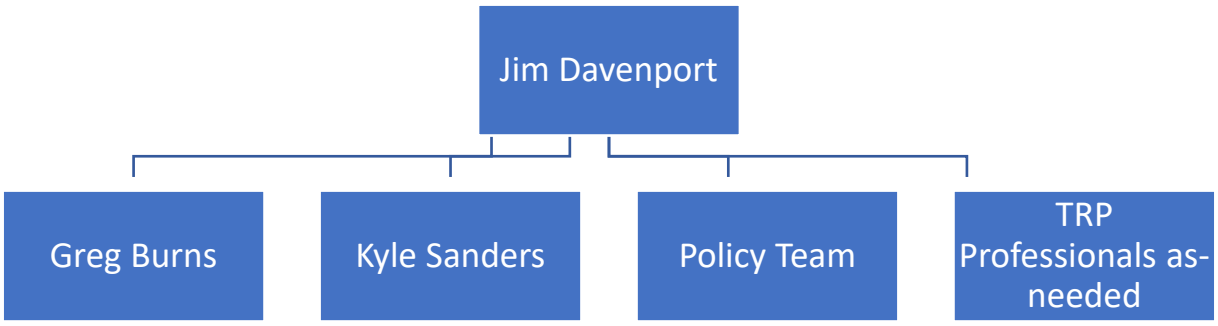
***b. Provide data for which staffing levels are based and include employee qualifications for the positions, full-time/part-time status, process for staffing and determinations and process for adjustments.***

Staffing levels for specific client teams are based on (1) the client's objectives and well as (2) the Local Government Practice Group's 25 years of experience lobbying on behalf of local government clients. In addition, TRP's partners are retained by clients in particular fields based on their prior Capitol Hill and Federal lobbying experience. For instance, Jim Davenport was hired by the Village of Key Biscayne in late 2017 given his decades of Federal lobbying experience on behalf of local governments in Florida on USACE matters, his knowledge of the USACE and congressional process, relationships with the Florida Congressional Delegation and USACE, and his successful track record. Jim has continued in his lead role for Key Biscayne given his success on the Village's behalf.

Given Jim's 25+ years representing local governments in Florida and in 10 other states, he has an in-depth understanding of the work involved and the staffing levels needed to implement a successful Federal advocacy program for Key Biscayne. The Local Government Practice Group co-lead, Greg Burns, is there to assist and collaborate with Jim on this effort. Greg's experience and background working on behalf of local governments mirrors Jim's, as you will note from his bio and resume. Jim, Greg and Kyle, as well as all TRP Personnel, work on a full-time basis. Any staffing adjustments for this effort are at Jim's discretion based on the level of work or subject matter. For instance, if the Village has a complex Federal tax matter or health matter, Jim can rely on TRP partners that are equipped to address those items.

***c. The organizational chart must include managerial positions assigned to VILLAGE and Corporate levels for the Proposer's company with the corresponding roles to VILLAGE staff.***

The organizational chart for positions assigned to the Village follows the same chart in section ***2. Service Team and Resumes, a. Provide an organizational chart of the team that would serve the VILLAGE,*** which is included below. Jim Davenport will be the day-to-day contact for the Village Manager, Village Council and staff. Jim is also the signatory on the contract for the Village. For any questions or concerns regarding TRP's invoices or company policies, Jim can direct you to the company's CEO, Chris Lamond, if he is unable to assist with the inquiry.




***d. Provide detailed description of each position's role and responsibilities.***

This information can be found in section ***2. Service Team and Resumes, b. Provide detailed descriptions of each team member's role, responsibilities, experience, and education. Also provide a current one-page resume for each member*** beginning on page 8.

## *Subcontracting Plan*

TRP does not intend to use any subcontractors to carry out our work for the Village.

# *Proposal Approach*

Over the past several years, much has changed in Washington, and with the passage of the Bipartisan Infrastructure Law, the Inflation Reduction Act, and the return of congressionally-directed spending, new opportunities have arisen, and we have taken advantage of these opportunities to assist Key Biscayne with its Coastal Storm Risk Management (CSRM) project as well as other infrastructure, environmental, and resiliency needs outlined in its 2024 legislative platform.

Below is an overview of how we would continue to undertake the work for Key Biscayne. This approach is similar to the successful approach we have employed for the Village as well as our other local government clients, from establishing annual priorities and pursuing Federal funding and beneficial legislation, to staying in regular contact and communicating our work to the Village.

**Developing a Federal Agenda; Collaborating with Village Officials and Staff**
At the end of each year, TRP will work with Village staff and officials to develop its Federal Agenda for the subsequent year. The Federal Agenda will comprehensively summarize issues and funding opportunities essential to the Village. The document will thoroughly outline each area, its potential impacts on the Village, and recommend a policy position. By creating a comprehensive document, we are prepared to take advantage of any opportunity or quickly work to mitigate any emerging areas of concern. This document also provides transparency to Key Biscayne and its stakeholders regarding our efforts in Washington, DC. It also serves as a benchmark for everyone involved regarding progress toward achieving the Village's goals.

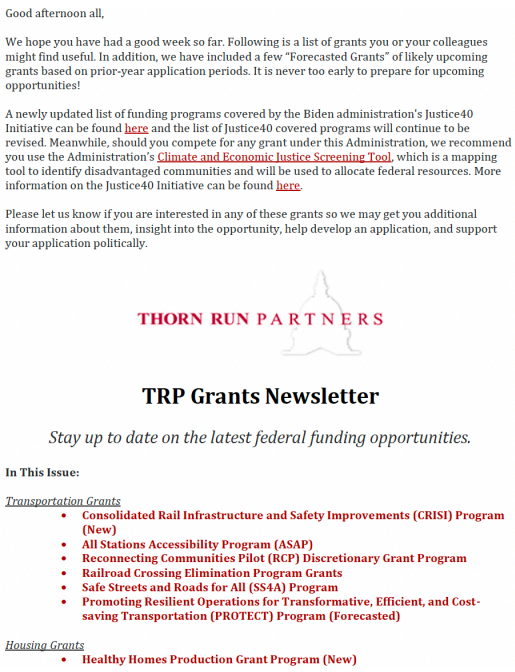
While Key Biscayne rightfully expects its consultant to provide candid objective advice on the likelihood of success on any agenda item, we also believe that a client should also expect creativity, proactivity, and enthusiasm for its agenda. "That's never been done!" should be a challenge statement rather than a call for a less ambitious agenda.

**Assist in the development and submission of Federal appropriations/authorization requests**
The TRP team has extensive experience securing congressionally directed spending prior to 2010, with our partners having secured significant Federal resources for our respective clients during those years, success that we expanded upon in the last three years for the Village through the new process instituted in the House and Senate. With the return of congressionally directed spending in 2021, Congress has created an opportunity for Key Biscayne to seek funding for its priorities in subsequent fiscal years, something with which we are well suited to assist. We will continue to utilize this process to seek future funding for the Villages CSRM project, as well as other transportation, drinking water and stormwater, and additional infrastructure and resiliency needs.

With the return of earmarks in 2021, our team has secured over $250 million in earmarked funding for our local government clients for a variety of projects and initiatives through the appropriations processes for Fiscal Years 2022 – 2024.

**Monitor and advise on Federal grant opportunities**
Much discretionary funding remains at the agency level to be awarded through competitive grants, including many new ones created by the Bipartisan Infrastructure Law, which will provide nearly five years of funding opportunities. TRP has already helped our clients secure more than $1.7 billion from the infrastructure bill despite its infancy.

TRP will help Key Biscayne navigate the policy, budgetary, and legislative processes to select the appropriate grant programs and improve chances to secure grant funding. TRP provides due diligence, including discussing the grant criteria and funding requirements with the issuing agency, and then provides appropriate counsel to Key Biscayne. TRP also engages in Congressional outreach, such as working with Congressional offices to submit letters of support for the Village's grant applications.



Good afternoon all,

We hope you have had a good week so far. Following is a list of grants you or your colleagues might find useful. In addition, we have included a few "Forecasted Grants" of likely upcoming grants based on prior-year application periods. It is never too early to prepare for upcoming opportunities!

A newly updated list of funding programs covered by the Biden administration's Justice40 Initiative can be found here and the list of Justice40 covered programs will continue to be revised. Meanwhile, should you compete for any grant under this Administration, we recommend you use the Administration's Climate and Economic Justice Screening Tool, which is a mapping tool to identify disadvantaged communities and will be used to allocate federal resources. More information on the Justice40 Initiative can be found here.

Please let us know if you are interested in any of these grants so we may get you additional information about them, insight into the opportunity, help develop an application, and support your application politically.

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**TRP Grants Newsletter**

*Stay up to date on the latest federal funding opportunities.*

**In This Issue:**

*Transportation Grants*

- **Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program (New)**
- **All Stations Accessibility Program (ASAP)**
- **Reconnecting Communities Pilot (RCP) Discretionary Grant Program**
- **Railroad Crossing Elimination Program Grants**
- **Safe Streets and Roads for All (SS4A) Program**
- **Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program (Forecasted)**

*Housing Grants*

- **Healthy Homes Production Grant Program (New)**

TRP's continual contact and close working relationships with Federal agencies allow us to glean intelligence in advance of public announcements. This knowledge permits us to provide the Village with timely information on research and infrastructure funding opportunities. TRP will also provide support to the Village on responses to Federal public announcements. TRP has extensive experience supporting winning competitive grant proposals by enhancing grant submissions. Depending on the services required, we can help you improve your submission, realign it more competitively, add team players for better results, and constructively edit and improve the final product.

As you know, we are currently working with the Village and the National Oceanic and Atmospheric Administration (NOAA) on a Coastal Zone Management grant opportunity. We will continue to target opportunities like this when a Village project is a good fit for an agency solicitation.

**Monitor legislation and regulations, and proactively recommend positions**

In addition to the formal legislative agenda, TRP team members will monitor the introduction and progress of proposed legislation and provide analysis on the potential effects for Key Biscayne. We will assist in developing the Village's stance and contact the relevant members of Congress, including your congressional delegation and bill sponsors, on your behalf to ensure they are aware of your position.

TRP will also closely monitor relevant agency regulatory developments, including proposed rulemakings, to ensure Key Biscayne's priorities are considered through the agency comment process. Likewise, TRP will ensure that conversations with Federal agency officials are made at the right time, that timely correspondence is sent, and that your congressional delegation is fully aware of your objectives.

*"Your accessibility has always been great; we can get ahold of you practically any time, day or night. Sometimes I know that is probably challenging for you… but we really appreciate your accessibility and the things you've done for us." – Supervisor Gerry Hemmingsen, Del Norte County, Calif.*

As an example, we have provided the Village with a thorough analysis of the Federal Emergency Management Agency's (FEMA) implementation of the National Flood Insurance Program (NFIP) Risk Rating 2.0 policy. Likewise, we arranged a briefing by FEMA Region IV to the Village to discuss the new policy. We will continue to monitor important regulatory actions like this and engage the Federal government on the Village's behalf.

**Arrange meetings for Village elected officials and personnel with Congressional members, staff, and Federal agency officials**

TRP handles all aspects of our client's Washington, D.C. trips. Prior to their arrival in Washington, D.C., TRP prepares a list of potential meetings. We work with our client in advance to ensure that those attending the meeting are knowledgeable about the topics being discussed and equipped with documents to supplement the conversation. Upon arrival in Washington, D.C., TRP briefs our client to ensure that the proper message and tone are conveyed in each meeting and provides all pertinent briefing documents. A member of the TRP-Key Biscayne client team will accompany Village officials to all meetings with Congress, staff, and agency officials to provide background information and assistance as needed. After the meetings, we complete any follow-up needed from the meetings and build upon the progress made during the trip.

*"Thank you for all that you've done to get St. Lucie County where it is today. So much Federal funding over the years, working with the federal agencies, you've made a huge difference for our community. You should be proud!" – former Administrator Howard Tipton, St. Lucie County, Fla.*

Generally, the Village Manager, Mayor, various Council members and staff have made at least one trip to Washington, DC on an annual basis. We will continue to recommend this trip to the Village and will plan and schedule all meetings on behalf of Key Biscayne. For instance, in 2023 and 2024, we met with the USACE leadership, including Assistant Secretary of the Army Michael Connor, and the USACE headquarters team, as well as NOAA staff and the Village's congressional delegation to discuss the CSRM, offshore barrier reef study and stormwater project.

**Experience working with Congress and the Federal agencies**

The foundation of support in Congress for a public entity's advocacy efforts naturally includes their Congressional delegation and potentially members from their region and the state. We already have a great relationship with Key Biscayne's Congressional delegation. But perhaps more importantly, with a bipartisan team of more than 50 people, and a diverse group of clients, TRP's relationships extend to key Congressional committee chairs and ranking members, committee members, and leadership in both the House and the Senate. Our personnel have backgrounds working as top-tier legislative aides to well-known, senior members of the House and Senate. This includes the Congressional committees having jurisdiction over issues impacting local government issues, such as:

- House Appropriations Committee
- House Energy and Commerce Committee
- House Education and Labor Committee
- House Judiciary
- House Natural Resources Committee
- House Transportation & Infrastructure Committee
- House Veteran's Affairs Committee
- House Ways and Means Committee
- Senate Appropriations Committee
- Senate Environment and Public Works Committee
- Senate Finance Committee
- Senate Commerce, Science, and Transportation Committee
- Senate Health, Education, Labor, and Pensions
- Senate Banking, Housing, and Urban Affairs Committee
- Senate Energy and Natural Resources Committee
- Senate Judiciary Committee
- Senate Veteran's Affairs Committee

TRP engages in regular meetings with Congressional leadership and their staff on behalf of our clients in Washington. We advance already existing political relationships and work to establish new ones. We assist in correspondence between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects local governments. TRP focuses its collective efforts intensely on the Congressional members that best enable us to accomplish your goals.

Beyond members of Congress, we have relationships at nearly every relevant Federal agency that we can call upon to benefit our clients. Because of our diverse local government and public entity client base, which includes cities, counties, school districts, ports and navigation districts, airports, transportation authorities, and various local taxing authorities, we are regularly meeting with the intergovernmental teams, career civil servants, and senior level political appointees that are part of the Federal agencies and their sub-agencies, including the following:

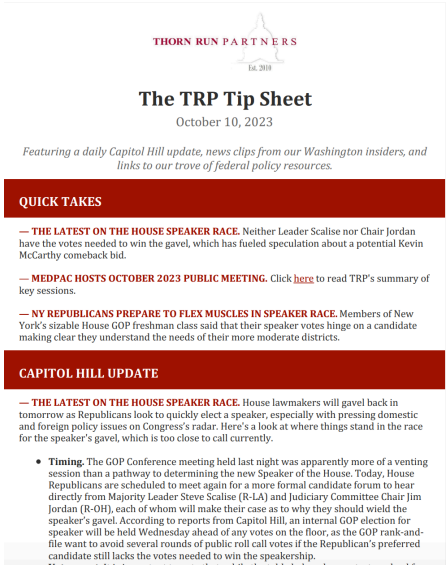
- Department of Agriculture
- Department of Commerce
- Department of Education
- Department of Energy
- Department of Health and Human Services
- Department of Housing and Urban Development
- Department of Interior
- Department of Justice
- Department of Transportation
- Department of Veteran's Affairs
- Army Corps of Engineers
- Environmental Protection Agency

The firm also offers our Influencer Series, where we host elected officials, leadership staff, and senior congressional committee staff to discuss the political landscape, legislation and issues important to our clients. Our Influencer Series is a way for our clients to establish or solidify relationships with members of Congress and staff in an informal setting. Our ongoing series provides us with strategic intelligence on legislation of importance to local governments and an additional opportunity to voice our clients' priorities and goals. As part of our Influencer Series, our firm hosted the following in the recent past, among others:

- Former Speaker Kevin McCarthy's (R-CA) Senior Policy Advisor
- Former Speaker Nancy Pelosi's (D-CA) Director of Floor Operations
- Former Sen. Majority Leader Mitch McConnell's (R-KY) Policy Advisor
- Sen. Roy Blunt (R-MO)
- House Ways & Means Committee Staff
- Sen. Joni Ernst (R-IA)
- Rep. Katherine Clark (D-MA)
- Senate Environment and Public Works Committee Staff
- Sen. Maggie Hassan (D-NH)
- Sen. Joe Manchin's (D-WV) Chief of Staff
- Then-Rep. Markwayne Mullin (R-OK)
- Senior staff for the Senate Banking Committee
- Executive Director of the New Democrat Coalition

**Timely communication with the Village**

As we advocate on behalf of our clients, we maintain a constant dialogue to regularly update them on our work as well as assess their priorities. We believe that effective communication is critical to successful advocacy, and we work diligently to keep our clients informed and updated regarding Federal legislation, proposed regulations, initiatives, funding opportunities, and news through a variety of different tracking sources and reports based on the needs and preferences of each client.



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**The TRP Tip Sheet**

October 10, 2023

*Featuring a daily Capitol Hill update, news clips from our Washington insiders, and links to our trove of federal policy resources.*

**QUICK TAKES**

— **THE LATEST ON THE HOUSE SPEAKER RACE.** Neither Leader Scalise nor Chair Jordan have the votes needed to win the gavel, which has fueled speculation about a potential Kevin McCarthy comeback bid.

— **MEDPAC HOSTS OCTOBER 2023 PUBLIC MEETING.** Click here to read TRP's summary of key sessions.

— **NY REPUBLICANS PREPARE TO FLEX MUSCLES IN SPEAKER RACE.** Members of New York's sizable House GOP freshman class said that their speaker votes hinge on a candidate making clear they understand the needs of their more moderate districts.

**CAPITOL HILL UPDATE**

— **THE LATEST ON THE HOUSE SPEAKER RACE.** House lawmakers will gavel back in tomorrow as Republicans look to quickly elect a speaker, especially with pressing domestic and foreign policy issues on Congress's radar. Here's a look at where things stand in the race for the speaker's gavel, which is too close to call currently.

- **Timing.** The GOP Conference meeting held last night was apparently more of a venting session than a pathway to determining the new Speaker of the House. Today, House Republicans are scheduled to meet again for a more formal candidate forum to hear directly from Majority Leader Steve Scalise (R-LA) and Judiciary Committee Chair Jim Jordan (R-OH), each of whom will make their case as to why they should wield the speaker's gavel. According to reports from Capitol Hill, an internal GOP election for speaker will be held Wednesday ahead of any votes on the floor, as the GOP rank-and-file want to avoid several rounds of public roll call votes if the Republican's preferred candidate still lacks the votes needed to win the speakership.

Apart from that personal engagement, Key Biscayne will receive the *TRP Tip Sheet* (example to the right) daily, which is a morning summary of Capitol Hill activity, political insight, notable news stories, and links to relevant TRP memos and reports. Full examples of recent *Tip Sheets* are also available at twitter.com/thorn_run. Likewise, we will continue to regularly touch base with the Village Manager to provide timely updates on our work.

In addition, the TRP Team will provide the following forms of written information:

- Analyses of budget requests and forecasts for policies and programs;
- Reports of, and testimonies from, relevant committee hearings and markups;
- Memos on pertinent Federal initiatives or topics;
- Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
- Copies of proposed legislation and associated reports;
- "White papers" and materials geared toward elected officials and their staffs that justify Key Biscayne's objectives in simple and straightforward language, providing Congress and the Executive Branch with the information they need to be successful;
- Support or request letters for Congressional sponsors to use with relevant committees or Federal agencies; and
- Any necessary forms for appropriations or authorizations requests.

*"Thank you so much for these critical updates! Both your updates and the general TRP updates are much needed and appreciated. Please keep updates like these and on other topics coming!" – Cameron Pennant, former Legislative Manager, Charlotte County, Fla.*

## *Insurance Forms*

Please see Exhibit C at the beginning of the proposal, where this was also requested.

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Recommendation for Award, RFP# 2024-12 Professional State Lobbyist Services

## RECOMMENDATION

I recommend the Village Council authorize the Village Manager to negotiate and execute an agreement with Capital City Consulting in partnership with Rubin ♦ Turnbull & Associates to provide the Village State of Florida legislative consulting services in the amount of $50,000 with a $10,000 option. This option is to allow the Village to capitalize on potential emerging special interest funding or legislative circumstances. The proposed agreement is for a five-year period with one-year extensions and required reviews. Funding is budgeted in the General Fund.

## BACKGROUND

***RFP Development:***

The staff began drafting the request for proposal in April 2024 after experiencing most of this year's State legislative session with Rubin ♦ Turnbull & Associates as the Village's primary lobbyist and Capital City Consulting tasked with engaging the Florida Division of Emergency Management.

The Village issued the RFP on May 22, 2024. The RFP was posted to the Village's website and Notice Board, DemandStar and Miami Herald. A non-mandatory pre-conference meeting was held for interested vendors where a bid summary was given. On July 02, 2024, the Village received two proposals for consideration.

***Scope of Work:***

The Village is seeking a state lobbyist firm that can successfully represent our community's interests and serve as our advocate with the State government and across the South Florida region. A summarized scope of service includes:

- Collaborate with Village to develop and execute State legislative action plan;
- Facilitate regular meetings with key State legislators, the Governor's office, and State agencies;
- Provide consultation and advice in identifying, defining, and pursuing the Village's annual State legislation, appropriations, grants and programmatic requirements and requests;
- Provide expertise and help outline the Village's tactics and techniques to implement the pursuit of its annual State legislation, appropriations and grant requests;

- Assist the Village in developing and submitting convincing, accurate and timely State legislative request documents and related correspondence;
- Facilitate, coach and prepare the Village for meetings and communications with relevant State legislators, their staff, committee members and leadership;
- Represent and advocate for the Village's priorities and interests by collaborating with key State legislators and State agency staff;
- Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the Village's priorities and interests; and
- Provide general advice, suggested strategies, and research relating to issues important to the Village's State level legislation, regulatory and appropriations priorities and interests.

***Evaluation and Ranking Process:***

Because our state lobbyist consultant principally acts as a direct extension to the Manager in executing the Council's approved state level legislative priorities and provides advice to the Council when needed, the proposals were reviewed and evaluated by the Manager who will provide a recommendation to the Council for its review and approval.

The Manager methodically rated both proposals based on eight evaluation criteria using a scale of 1 to 5, with 5 being the highest rating. The maximum possible total rating is 40. Cost was considered separately once the proposer's qualifications were rated:

| **State Lobbyist Consultant Evaluation** | | |
|---|---|---|
| **Evaluation Criteria** | **Capital City Consulting** | **The Southern Group** |
| Firm's financial and administrative qualifications | 4 | 5 |
| Potential conflicts of interest | 4 | 5 |
| Knowledge and relationships at the State level and in South Florida | 5 | 4 |
| Relevant access and influence | 5 | 3 |
| Experience and demonstrated success | 5 | 4 |
| Expertise | 5 | 4 |
| Advocacy and support approach | 4 | 2 |
| Consciousness of Key Biscayne priorities, interests, brand and image | 4 | 2 |
| **Total Rating** | **36** | **29** |
| Cost | $50,000 per year | $60,000 per year |

Based on the evaluation of the firms' technical qualifications and their proposed costs, the Manager ranked ordered the proposals as follows:

1. Capital City Consulting in partnership with Rubin • Turnbull & Associates – 36 points
2. The Southern Group – 29 points

**Evaluation Criteria Analysis:**

***Firm's financial and administrative qualifications:*** The Capital City and Rubin ♦ Turnbull team (Team) has a well-established presence providing lobbying services for over two decades and for over 300 clients across the state.

***Potential conflicts of interest:*** The Team has addressed potential conflicts by ensuring transparency and compliance with all necessary regulations. Their proposal specifically mentions the Team takes no direct exceptions to the RFP requirements on conflict of interests.

***Knowledge and relationships at the State level and in South Florida:*** The team includes former high-ranking state officials with deep-rooted connections within Florida's State government. Their experience with significant issues in Miami-Dade County further reinforces their state-level expertise.

***Relevant access and influence:*** The Team has demonstrated considerable influence by securing over $3 billion in state appropriations, including substantial amounts for Miami-Dade County and the Village of Key Biscayne.

***Experience and demonstrated success:*** The Team's proven record includes influencing critical legislation and securing funding for important infrastructure projects. Their successful advocacy in areas such as transportation and environmental projects highlights their ability to achieve tangible results.

***Expertise:*** The Team consists of individuals with extensive expertise in various sectors, including transportation, emergency management, and resilient infrastructure. Their comprehensive understanding of the legislative processes, programmatic budgeting, and regulatory frameworks ensures they can effectively advocate for the Village.

***Advocacy and support approach:*** The Team's advocacy strategy involves a detailed understanding of the Village's priorities. Their in-person approach includes developing a strategic plan tailored to the Village's needs, ensuring active communication and timely actions on appropriations, grants, programmatic decisions, and legislation.

***Consciousness of Key Biscayne priorities, interests, brand and image:*** The Team emphasizes the importance of aligning their advocacy with the Village's priorities and image. They are committed to positioning the Village strategically before decision makers to ensure favorable outcomes.

**Recommendation:**

Based on the evaluation ranking, it is recommended that the Village Manager negotiate and execute a contract, substantially in the form attached as Exhibit A, with Capital City Consulting and its partner Rubin ♦ Turnbull & Associates for professional state lobbying services.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING CAPITAL CITY CONSULTING, LLC FOR PROFESSIONAL STATE LOBBYING SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-12 IN AN AMOUNT NOT TO EXCEED $50,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on May 22, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-12 (the "RFP") seeking proposals from qualified firms to provide professional state lobbying services (the "Services"); and

**WHEREAS,** two sealed proposals were received by the RFP deadline; and

**WHEREAS,** after review and consideration of the proposals submitted in response to the RFP, the Village Manager ranked Capital City Consulting, LLC (the "Consultant") as the highest ranked firm to provide the Services; and

**WHEREAS**, the Village Council desires to select the Consultant to provide the Services and authorize the Village Manager to negotiate and execute an agreement, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), in an amount not to exceed $50,000 annually; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.** **Selection.** That the Village Council hereby selects the Consultant for the Services.

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement with the Consultant, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed $50,000 annually, subject to the approval of the Village Attorney as to form, content, and legal sufficiency. The Village Manager is further authorized to utilize the Consultant's Services in an amount not to exceed $10,000 on an as-needed basis for potential emerging special interest funding or legislative circumstances that may arise.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

# PROFESSIONAL SERVICES AGREEMENT
# BETWEEN
# THE VILLAGE OF KEY BISCAYNE
# AND
# CAPITAL CITY CONSULTING, LLC

**THIS AGREEMENT** (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **CAPITAL CITY CONSULTING, LLC**, a Florida Limited Liability Company (hereinafter, the "Consultant").

**WHEREAS,** on May 22, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-12 (the "RFP") seeking proposals from qualified firms to provide professional state lobbying services, all as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A" (the "Services"); and

**WHEREAS,** the Consultant submitted the proposal attached hereto as Exhibit "B" (the "Proposal") in response to the RFP; and

**WHEREAS,** on [DATE], the Village Council adopted Resolution No. 2024-XX, selecting the Consultant as the highest ranked firm to provide the Services in an amount not to exceed $50,000.00 annually; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the Deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

   **1.1.** The Consultant shall provide the Services on behalf of the Village, all as set forth in greater detail in the Scope of Services attached Exhibit "A" and the Proposal attached hereto as Exhibit "B," which exhibits are incorporated herein by this reference.

   **1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   **2.1.** The term of this Agreement shall remain in effect from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally,

the Village Manager may renew this Agreement for four (4) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

**2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

**3.1.** Consultant shall be compensated for the provision of the Services in an amount not to exceed $50,000.00 annually in accordance with the Proposal attached hereto as Exhibit "B."

**3.2.** Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**3.3.** Contractor's invoices must contain the following information for prompt payment:

**3.3.1.** Name and address of the Consultant;

**3.3.2.** Purchase Order number;

**3.3.3.** Contract number;

**3.3.4.** Date of invoice;

**3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

**3.3.6.** Name and type of Services;

**3.3.7.** Timeframe covered by the invoice; and

**3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

**4. Subconsultants.**

**4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

**4.2.** Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. **Village's Responsibilities.**

**5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

**5.2.** Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities; Representations and Warranties.**

**6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

**6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Consultant represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. **Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**7.2.** The Consultant shall not be prohibited from representing or providing like services to persons or entities other than the Village so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

**7.3.** The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources and efforts necessary to fulfill its obligations to the Village.

**8. Termination.**

**8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop rendering Services unless directed otherwise by the Village Manager.

**8.3.** In the event of termination by the Village, the Village shall be obligated to compensate the Consultant only for the pro-rated monthly compensation incurred up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed

to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this

Agreement shall be proper exclusively in Miami-Dade County, Florida, or, if in Federal Court, the Southern District of Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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 Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village's custodian of public records, Consultant shall provide the Village 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.

**16.4.** 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 Village.

**16.5.** 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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village,

within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

| | |
|---|---|
| **Custodian of Records:** | **Jocelyn B. Koch** |
| **Mailing address:** | **88 West McIntyre Street** |
| | **Key Biscayne, FL 33149** |
| **Telephone number:** | **305-365-5506** |
| **Email:** | **jkoch@keybiscayne.fl.gov** |

**17. Nonassignability, Non-Exclusivity.**

**17.1.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires. Specifically, the Village is relying upon Jim Davenport, who is designated by the Consultant as the primary point of contact and principal performer of the Services under this Agreement. In the event that the aforementioned individual can no longer perform the Services under this Agreement, this Agreement shall automatically terminate.

**17.2.** The Consultant hereby acknowledges that this Agreement is non-exclusive as to the Services being provided and generally any lobbying the Village may have done on its behalf. The Village reserves the right to hire one or more additional individuals and/or firms to represent its interests and otherwise provide lobbying consulting services. So as to maximize the benefit to the Village, the Village Manager and/or designee shall coordinate representation effort by multiple lobbying professionals.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each

remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-

in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

28. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

29. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.**

**SIGNATURE PAGE FOLLOWS.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAYNE**

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

**Addresses for Notice:**
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

**With a copy to:**
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

**CAPITAL CITY CONSULTING, LLC**

By: _____

Name: _____

Title: _____

Entity: _____

**Addresses for Notice:**
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

**With a copy to:**
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

DRAFT

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

**ACKNOWLEDGMENT**

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT ATTESTING TO**
**NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

## EXHIBIT A
## SCOPE OF SERVICES

### 2. PROJECT DESCRIPTION

### 2.1 DESCRIPTION:
The Village of Key Biscayne is issuing a Request for Proposals (RFP) to solicit a qualified state lobbyist firm(s) that can successfully represent our community's interests and serve as our advocate with the State government and across the South Florida region.

### 2.2 INTRODUCTION:
The Village of Key Biscayne, nestled between Bill Baggs Cape Florida State Park and Crandon Park and on the shimmering shores of the Atlantic Ocean and Biscayne Bay, invites proposals from qualified State lobbyists to advocate for our community's interests and to address pressing legislative, funding and administrative requirements. The Village sits prominently on a barrier island off the coast of Miami and is a thriving and vibrant community that faces the combined threats of sea-level rise and increasingly more severe and frequent storms. With a population of approximately 15,000 multi-cultural and multi-generational residents densely situated on one square mile, our village faces significant challenges, primarily flooding, coastal erosion, traffic congestion and street safety. With only one ingress and egress road to and from the village, the community relies daily and during emergencies on the well-functioning of Rickenbacker Causeway and its associated intersections and bridges.

It is within this dynamic context that the Village of Key Biscayne seeks a skilled and dedicated State regional lobbyist firm(s) to advocate for our community's unique priorities and foster collaborative solutions to enhance the resilience and well-being of all residents of Key Biscayne.

The lobbyist firm will work with the Village Manager and/or designee to identify and represent legislative, coordination and funding priorities for the Village. As directed by the Village Manager, and/or designee, the firm will serve as a consistent and effective primary point of contact between the Village and State officials and legislators.

The Village requires services with an emphasis on producing measurable results in achieving state funding and/or legislative and executive action favorable or protective to the Village. The Village seeks a well-informed lobbyist firm, capable of providing timely and frequent information to the Village on the interests, priorities, and other issues and decisions (listed below) at the State level that may affect the Village. The successful firm will have a strong background on issues of importance to the Village and will be able to demonstrate unique relationships with members of the Legislature and others representing the Village.

The lobbyist firm will agree to be always available upon reasonable request to meet with the Village Council, Village staff, and others as specified to perform the responsibilities assigned. To attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of the State government, at any legislative committee meeting or meetings with the Governor, or Department or State agencies, as well as regional agencies, universities, school boards and federal-related agencies, if necessary, on matters under the scope

of this Request for Proposal (RFP). It is expected that the successful firm will review and understand the Agendas of the House and Senate leaders to assist the Village to strategically seek monetary funds and policy change.

Although legal opinions are not required as a part of the firm responsibilities, the Village will expect the firm to understand applicable laws and proposals under consideration by the administrative agencies or the Legislators or their committees, and the firm shall be expected to have the ability to interpret legal implications and advise the Village accordingly.

The lobbyist firm is also expected to monitor proposals and activities in meetings regarding State administrative and agency hearings. This would include a review of the agendas and providing notification to the Village as pertinent issues arise. The firm would also be expected to report the outcome of such meetings within two (2) business days. The firms should be prepared to lobby committee members prior to and during these meetings to accomplish the Village's desired positions.

The Scope of Services to be provided to the Village shall include:

**2.3 STATE LEGISLATIVE AND ADVOCACY SUPPORT REQUIREMENTS:**

1. Collaborate with Village officials and subject matter experts to develop and execute a recurring and annual State legislative action plan to represent and support the Village of Key Biscayne's priorities and interests with key State legislators, relevant committee chairs and influential legislators, relevant State agencies, related organizations, and the Governor's Office.

2. Facilitate regular meetings with key State legislators, the Governor's office, and State agency officials to strengthen relationships and maintain support for the Village's current and projected priorities and interests.

3. Provide consultation and advice to the Village in identifying, defining, and pursuing its annual State legislation and appropriations requirements and requests.

4. Provide expertise and help outline the Village's tactics and techniques to implement the pursuit of its annual State legislation and appropriations requests in a professional and image conscious manner.

5. Assist the Village in developing and submitting convincing, accurate and timely State legislative request documents and related communications. Ensure items are introduced and presented to Village's representatives and key State leadership early in the legislative process and at critical timelines throughout the legislative session.

6. Facilitate, coach and prepare the Village for meetings and communications with relevant State legislators, their staff, committee members and leadership to effectively guide Village legislative requests throughout the State legislative session.

7. Represent and advocate for the Village's priorities and interests throughout the year by collaborating with key State legislators and State agency staff. Particularly focus efforts during the State legislative session to facilitate access and influence on desired outcomes for the Village.

8. Monitor and provide regular updates on the progress of State legislation, regulatory and appropriations actions that may affect the Village's priorities and interests. Inform and assist the Village in making necessary tactical or technical moves and/or changes to influence desired outcomes for the Village.

9. Provide general advice, suggested strategies, and research relating to issues important to the Village of Key Biscayne's State level legislation, regulatory and appropriations priorities and interests.

10. Facilitate programmatic, grant, and technical support coordination with relevant State agencies.

11. Seek and coordinate grant funding opportunities applicable to the Village. This includes identifying relevant State grant programs and advocating for the Village's eligibility and alignment with grant criteria.

**2.3.1 Topics of Interest:** To help develop your approach plan, consider these priorities and interests to drive advocacy efforts in support of Key Biscayne. Although not inclusive, they provide a view into the most critical issues facing our community:

- Traffic and multi-modal mobility and safety
- Resilient infrastructure
- Shoreline and storm protection
- Coastline erosion and environmental protection
- Beach renourishment
- Sea-level rise
- Flooding
- Stormwater systems
- Water quality
- Electrical utility undergrounding and reliability
- Sargassum management, removal, and disposal
- Property insurance
- Flood insurance
- Condominium associations regulations
- Building standards, code and certification requirements
- Zoning codes
- Motorized scooters, bicycles and electric bicycles
- Golf carts
- Seniors and special needs programming
- Emergency management planning, preparation, response, and recovery
- Retention of home rule powers

**2.3.2 Agencies of Interest:** Given the Village's priorities and interests, is it critical for the Village leadership and its State legislative representatives to form strong relationships with the following State leaders, organizations, and agencies:

- State House of Representatives and Relevant Committees
- State Senate and Relevant Committees
- Governor's Office and Relevant Offices
- Florida Department of Environmental Protection
- Florida Division of Emergency Management
- Florida Department of Transportation

## 2.4 EVALUATION CRITERIAS:

- Firm(s)'s financial and administrative qualifications
- Availability – the firm(s)'s current workload and potential conflict of interest
- Knowledge and relationships at the State level and in South Florida.
- Relevant access and influence
- Experience and demonstrated success
- Expertise
- Advocacy and support approach
- Consciousness of Key Biscayne priorities, interests, brand, and image
- Proposal Cost

**END OF SECTION**

**EXHIBIT B**
**CONSULTANT'S PROPOSAL**

# Village of Key Biscayne
# Request for Proposals
# RFP # 2024-12

# PROFESSIONAL STATE LOBBYING SERVICES

# Tab A – Representations and Certifications

## SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

### FORM 1
### RESPONSE CHECKLIST

X Form 1: Response Checklist

X Form 2: Addendum Acknowledgment

X Form 3: Certificate of Authority (Complete one of the two forms as applicable)

X
- Form 3A: Certificate of Authority (for Corporations or Partnerships)
- Form 3B: Certificate of Authority (for Individuals)

X Form 4: Proposer's Statement of Organization

☒ Form 5: References

X Form 6: Affidavits

X • Form 6A: Single Execution Affidavits

X • Form 6B: Independence Affidavit

X • Form 6C: Non-Collusion Affidavit

X Form 7: Drug Free Workplace

X Form 8: Certification to Accuracy of Proposal

X Form 9: Scrutinized Companies

X Form 10: Public Entity Crimes

X Form 11: Dispute Disclosure

X Form 12: List of Proposed Subcontractors

X Form 16: Insurance and License Certificates

ATTACHMENTS

X A: Sample Contract

EXHIBITS

X A: Scope of Services

X B: Fee Schedule/Price Proposal

X C: Certificate of Insurance

FORM 2

## ADDENDUM ACKNOWLEDGEMENT

**Solicitation Title:**
**PROFESSIONAL STATE LOBBYING SERVICES**
**Solicitation No.:**
**RFP # 2024-12**

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 6/5/24
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Capital City Consulting, LLC.

Authorized Representative's Name: Jared Rosenstein

Title: Partner

Email: Jared@cccfla.com

Phone Number: 786-247-8716

Address: 124 W. Jefferson Street, Tallahassee FL 32301

Authorized Signature: Jared Rosenstein

FORM 3A

# CERTIFICATE OF AUTHORITY

**(If Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of Capital City Consulting, LLC. a business existing under the laws of the State of Florida, (the "Entity") held on 6/20, 20 24, the following resolution was duly passed and adopted:

"RESOLVED, that, Jared Rosenstein, as Partner of the Entity, be and is hereby authorized to execute this Proposal dated 7/2, 20 24, on behalf of the Entity and submit this Proposal to the Village of Key Biscayne, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this 1st day of July, 20 24.

Secretary: NA

Print Name: NA

President: [signature]

Print Name: Ron LaFace, Jr.

FORM 4

## PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   Capital City Consulting, LLC.

2. Principal Business Address, Phone and Email Address:
   124 W. Jefferson Street, Tallahassee FL 32301

3. Principal Contact Person(s):
   Jared Rosenstein

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
   LLC.
   A. If a corporation, in what state incorporated: FL
   B. Date Incorporated: 01/02/03
   C. Federal ID Number (EIN) 01-0759013
   D. If a joint Venture or Partnership, date of Agreement: _____
   E. Name and address of all partners (state whether general or limited partnership): Nick Iarossi, Ron LaFace, Owners, 124 W. Jefferson Street, Limited Liability Corporation
   F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

| Name | Title |
|---|---|
| Nick Iarossi | Owner |
| Ron LaFace | Owner |
| Jared Rosenstein | Partner |

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 21

7. List all entities participating in this Agreement (including subcontractors if applicable):

| | Name | Address | Title |
|---|---|---|---|
| A. | Jared Rosenstein | 124 W. Jefferson Street, Tallahassee FL 32301 | Partner - Capital City Consulting |
| B. | Erica Chanti | 815 Ponce de Leon Blvd. Suite 210 Coral Gables, FL 33134 | Governmental Consultant - Rubin Turnbull |
| C. | | | |
| D. | | | |

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. Jared Rosenstein will lead the Villages representation before the Executive Branch, including the Executive Office of the Governor and State Agencies
   B. Erica Chanti will work on the legislative side with the Florida House and Senate on appropriations and policy related items
   C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):
   County: n/a
   Municipal: n/a

10. Have you ever failed to complete any work awarded to you?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

11. 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 X **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

14. 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 X **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 private entity for an amount greater than $100,000?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

16. 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 X **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 convicted and/or fined for any criminal activity within the last five years?
    Yes ____ No X **If yes, attach a separate sheet of explanation.**

18. 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 X **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 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 X **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office 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 X **If yes, attach a separate sheet of explanation.**

21. 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 X** **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? X Yes, _____ No

23. How soon after the award can you begin work? Instantly Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
Both Jared and Erica are registered lobbyists on FloridaLobbyist.com before both the House, Senate and Executive Branch

25. **How did you hear about the RFP?** Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services. From the Village itself

Jared Rosenstein
Signature (Blue ink only)

Jared Rosenstein
Print Name

Partner
Title

6/27/24
Date

STATE OF Florida )
COUNTY OF Leon )
The foregoing instrument was acknowledged before me this 27 day of June, 2024
by Jared Rosenstein as Partner
*(Name of person acknowledging)* *(Title)*
for Capital City Consulting LLC
*(Company name)*
Personally known to me X or has produced Identification ____, type of identification
produced _____

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

BRIANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

## CLIENT REFERENCES

**PRINT CLEARLY**

**REFERENCE #1**

**Name of Company:** Polk County

**Reference Contact Name:** Manager Bill Beasley

**Contact Title:** County Manager

**Contact Telephone:** 863-534-6444

**Contact Email:** billbeasley@polk-county.net

**Contract Start Date:** 2019 **Contract End Date:** Evergreen

**REFERENCE #2**

**Name of Company:** City of Venice

**Reference Contact Name:** Manager Ed Lavallee

**Contact Title:** City Manager

**Contact Telephone:** 941-882-7398

**Contact Email:** elavalee@venicegov.com

**Contract Start Date:** 2015 **Contract End Date:** Evergreen

**REFERENCE #3**

**Name of Company:** Broward County

**Reference Contact Name:** Marty Cassini

**Contact Title:** Legislative Affairs Director

**Contact Telephone:** 954-357-7575

**Contact Email:** mcassini@broward.org

**Contract Start Date:** 2021 **Contract End Date:** 9/30/24 (Pending extension)

**REFERENCE #4**

**Name of Company:** City of Fort Lauderdale

**Reference Contact Name:** Daphnee Sainvil

**Contact Title:** Legislative Affairs Director

**Contact Telephone:** 954-299-7806

**Contact Email:** dsainvil@fortlauderdale.gov

**Contract Start Date:** 2021 **Contract End Date:** 9/30/24 (Pending extension)

**REFERENCE #5**

**Name of Company:** City of Miami

**Reference Contact Name:** Franciso J. Petrirena

**Contact Title:** Legislative Affairs Director

**Contact Telephone:** 786-717-3931

**Contact Email:** fpetrirena@miamigov.com

**Contract Start Date:** 2021 **Contract End Date:** 2025

FORM 6A

## SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:**

By: Jared Rosenstein

For (Name of Proposing or Bidding Entity): Capital City Consulting, LLC

Whose business address is: 124 W. Jefferson Street, Tallahassee FL 32301

And (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0759013

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#:_____)

### Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

JR

Proposer Initials

**Public Entity Crimes Affidavit**

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 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.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

[ ] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

JR

Proposer Initials

**No Conflict of Interest or Contingent Fee Affidavit**

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

JR

Proposer Initials

**Business Entity Affidavit**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " **Village**") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

JE

Proposer Initials

**Anti-Collusion Affidavit**

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

JE

Proposer Initials

**Scrutinized Company Certification**

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are 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 Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are 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.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

JR
Proposer Initials

**Acknowledgment, Warranty, and Acceptance**

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP # 2024-12 PROFESSIONAL STATE LOBBYING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

JR
Proposer Initials

**Truth in Negotiation Certification**

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For the purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

JR
Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page**

**In the presence of:**

**Witness #1 Print Name:** Candace Zingarelli

**Witness #2 Print Name:** Catherine Bertrand

**Signed, sealed and delivered by:**

**Print Name:** Jared Rosenstein

**Title:** Partner

**ACKNOWLEDGMENT**

State of Florida

County of Leon

On this 2 day of July, 2024 before me the undersigned, personally appeared Jared Rosenstein, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

**Notary Public (Print, Stamp, or Type as Commissioned)**

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

____ Personally known to me; or

____ Produced identification (Type of Identification: _____)

____ Did take an oath; or

____ Did not take an oath

FORM 6B

## INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Jared Rosenstein of Capital City Consulting, LLC., the proposer that has submitted the attached proposal;

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 VILLAGE (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 VILLAGE.**

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 proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (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"):

None

JR
Signature (Blue ink only)

Jared Rosenstein
Print Name

Partner
Title

7/2/24
Date

STATE OF FL )
COUNTY OF Leon )
The foregoing instrument was acknowledged before me this 2 day of July, 2024
by Jared Rosenstein as Partner
*(Name of person acknowledging)* *(Title)*
for Capital City Consulting LLC
*(Company name)*
Personally known to me ✓ or has produced Identification _____, type of identification
produced _____

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

FORM 6C

## NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Jared Rosenstein of Capital City Consulting, LLC, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Jared Rosenstein

Print Name

Partner

Title

7/2/2024

Date

STATE OF FL )
COUNTY OF Leon )

The foregoing instrument was acknowledged before me this 2 day of July, 2024
by Jared Rosenstein as Partner
*(Name of person acknowledging)* *(Title)*
for Capital City Consulting LLC.
*(Company name)*

Personally known to me ✓ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7

## DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Jared Rosenstein does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance 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 contractual services described in the RFP document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any 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 this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Jared Rosenstein
Print Name

Partner
Title

7/2/24
Date

STATE OF FL )
COUNTY OF Leon )
The foregoing instrument was acknowledged before me this 2 day of July, 2024
by Jared Rosenstein as Partner
*(Name of person acknowledging)* *(Title)*
for Capital City Consulting LLC
*(Company name)*
Personally known to me ✓ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

FORM 8

## CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place, and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Jared Rosenstein of Capital City Consulting, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF FL )
COUNTY OF Leon )
The foregoing instrument was acknowledged before me this 2 day of July, 2024
by Jared Rosenstein as Partner
*(Name of person acknowledging)* *(Title)*
for Capital City Consulting.
*(Company name)*
Personally known to me V or has produced Identification _____, type of identification
produced_____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9

## SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Jared Rosenstein
Print Name

Partner
Title

7/2/24
Date

STATE OF FL )
COUNTY OF Leon )
The foregoing instrument was acknowledged before me this 2 day of July, 2024
by Jared Rosenstein as Partner
*(Name of person acknowledging)* *(Title)*
for Capital City Consulting LLC
*(Company name)*
Personally known to me ___ or has produced Identification ____, type of identification
produced_____

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

FORM 10

## PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

**(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 Bid, Proposal or contract No. 2024-12

2. This sworn statement is submitted by: Capital City Consulting, LLC.
(name of entity submitting sworn statement)

**whose business address is:** 124 West Jefferson Street, Tallahassee FL 32301

**Federal Identification Number (FEIN) is:** 01-0759013
(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: Jared Rosenstein
(print name of individual signing this document)

and my relationship to the entity is: Partner

4. I understand that a "public entity crime" as defined in §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 a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

6. I understand that an "affiliate" as defined in §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 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 §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. ✓ 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 after July 1, 1989.

   b. ____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 indicate which additional statement applies)

      1) ____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)

      2) ____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)

3) ____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue ink only)

Jared Rosenstein

Print Name

Partner

Title

7/2/24

Date

STATE OF FL )
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 2 day of July, 2024

by Jared Rosenstein as Partner
*(Name of person acknowledging)* *(Title)*

for Capital City Consulting LLC
*(Company name)*

Personally known to me X or has produced Identification ____, type of identification produced ____

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

FORM 11

## DISPUTE DISCLOSURE

**Answer the following questions by placing an "X" after "Yes" or "No." If you answer "Yes," please explain in the space provided, or on a separate sheet attached to this form.**

**1.** Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO ✓

**2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO ✓

**3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

**Firm:** Capital City Consulting, LLC.

**Authorized Signature:** _____

**Print or Type Name:** Jared Rosenstein

**Title:** Partner

**Date:** 7/2/24

FORM 12

## LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract's general conditions. Failure to provide this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

| No. | Subcontractor Name & Address | Scope of Work | License Number |
|---|---|---|---|
| 1 | Erica Chanti - Rubin Turnbull and Associates | State Lobbying Services | N/A |
| | | | |
| | | | |
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| | | | |

FORM 13 – N/A

FORM 14 – N/A

FORM 15 – N/A

FORM 16

# INSURANCE AND LICENSE CERTIFICATES

**VILLAGE OF KEY BISCAYNE**

**BIDDER'S REPRESENTATION**

**PROFESSIONAL STATE LOBBYING SERVICES**

Proposal of Capital City Consulting, LLC.

(Name)

124 W. Jefferson Street, Tallahassee FL 32301

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

**PROFESSIONAL STATE LOBBYING SERVICES**

("THE PROJECT")

TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements

and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.
***NOTE:* THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.**

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. The failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No. N/A

Bidder's Occupational License No. N/A

WITNESS:
Catherine Bertrand

Jill Higgins

By: Jared Rosenstein
Signature of Authorized Agent

[SEAL]

# EXHIBIT B

## PROPOSAL SCHEDULE

## PROFESSIONAL STATE LOBBYING SERVICES

NAME OF PROPOSER: Capital City Consulting, LLC. In response to the Village's request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all services, supervision, coordination, related incidentals necessary to provide **Professional State Lobbying Services** for the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 7/2/24 including Addenda numbered 1 through 1, inclusive, for an all-inclusive Base Bid for **Professional State Lobbying Services** includes all incidental costs.

The Consultant understands and agrees that the prices submitted are for the services as indicated in the Scope of Service, including but not limited to all related expenses.

### ANNUAL RATES

| NO | DESCRIPTION | PRICE |
|---|---|---|
| 1. | Year 1 State Lobbying Services | $50,000 |
| 2. | Year 2 State Lobbying Services | $50,000 |
| 3. | Year 3 State Lobbying Services | $50,000 |
| 4. | Year 4 State Lobbying Services | $50,000 |
| 5. | Year 5 State Lobbying Services | $50,000 |
| | **TOTAL** | $250,000 |

### BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Proposer is familiar with the nature and extent of the services and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to provide all services called for by the RFP Documents.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Professional State Lobbying Services** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

Company Name: Capital City Consulting, LLC.

Bidder's Name: Jared Rosenstein

Bidder's Email: Jared@cccfla.com

Bidder's Title: Partner

Bidder's Signature: Jared Rosenstein

Hancock Whitney
101 N Monroe Street, Ste 150
Tallahassee FL 32301
850.325.3176

July 2, 2024

Capital City Consulting LLC
124 W Jefferson Street
Tallahassee FL 32301

Re: Capital City Consulting LLC

To Whom It May Concern:

At the request of our client, Capital City Consulting LLC, please be advised of the following information:

Hancock Bank currently has two separate deposit accounts that were opened on November 6, 2017. Currently the average balance for the year 2024 of all accounts is $1,950,000.00. Capital City Consulting LLC has maintained an excellent relationship with our Bank and we hold this account in high regard.

If I can be of further assistance in this matter, please do not hesitate to contact me.

Sincerely,

*Jill Adkins*

Private Banking Administrator
Hancock Whitney
850.325.3176

Hancock Whitney Bank, Member FDIC

# Tab B – Executive Summary

# Capital City Consulting and Rubin Turnbull and Associates Response to RFP # 2024-12 (Title Page)

CAPITAL CITY CONSULTING

RUBIN • TURNBULL & ASSOCIATES

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# Executive Summary

July 2, 2024

Manager Steve Williamson

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

Re: RFP # 2024-12 Professional State Lobbying Services

Dear Manager Williamson,

On behalf of Capital City Consulting (CCC) and our subcontractor partners at Rubin Turnbull and Associates (RT), we are excited to submit this proposal to provide professional state lobbying services for the Village of Key Biscayne (Village).

We understand that the Village has highly complicated and unique transportation, environmental, and appropriations needs. CCC and RT have both proudly represented the Village since 2023 and we believe our team of consultants has the track record, background and expertise needed to effectively represent these diverse interests before the executive and legislative branches in Tallahassee.

As you will see in this proposal, both CCC and our partners at RT have accomplished these goals through strategic planning, accessing key relationships, and handling complex and controversial government initiatives; all skills and resources we will continue to put to work for the Village if reselected to represent you.

Capital City Consulting (CCC) is a full-service government relations firm that was founded 20 years ago by partners Nick Iarossi and Ron LaFace. CCC employs 22 full-time lobbyists and 5 full-time administrative staff; combined, our team of consultants has over 200 years of experience in government affairs, which we will continue to put to work on behalf of the Village.

CCC's relationships span throughout state government and includes incoming legislative leadership, current legislative leadership, legislative staff, all cabinet members, executive branch officials and their staff. The team at CCC offers a powerful combination of talent and experience with a proven track record before the legislative and executive branches of state government.

At CCC, our focus is on helping our clients navigate government in ways that increase business opportunities, protect our clients' core mission, reduce problematic regulations, access funding opportunities, and prevent the passage of disruptive legislation. Jared Rosenstein has led CCC's

representation of The Village of Key Biscayne and works closely with Village staff, Commissioners and Mayors Office.

Jared Rosenstein and Erica Chanti will serve as day-to-day liaisons and primary lobbyists for the Village.

Sincerely,



Erica Chanti

Jared Rosenstein
Partner, Capital City Consulting

Erica Chanti
Partner, Rubin Turnbull and Associates

# Deliverables, Tasks and Activities

CCC has reviewed the full **Scope of Services in Section 2 and Exhibit A**; we are prepared and confident in our ability to **fulfill all elements of these services**. The following RFP response will show in detail how our combined technical expertise and unparalleled work ethic will deliver legislative success for the Village.

# RFP Exceptions

Form 3A requires a corporate seal; this is not possible with a Limited Liability Corporation. CCC is incorporated as an LLC and its president/founder (Ron LaFace Jr.) has expressly permitted Jared Rosenstein to enter into an agreement with the Village on the firm's behalf.

Additionally, please note, our COI does not contain "Owned Auto Insurance"; CCC does not own any automobiles (our COI denotes this in detail).

CCC takes no direct exceptions to this RFP (RFP # 2024-12) and looks forward to continuing our advocacy on behalf of the Village.

# Tab C – Qualifications and Experience

# Qualifications

## A: Qualifications of Firms

### Capital City Consulting

CCC has provided lobbying services for 21 years and represents over 300 clients at any given time. We have significant experience in **every single deliverable outline in the Scope of Services.**

Notably, many CCC lobbyists have previously served in positions within Florida's state government. These positions include Deputy Chiefs-of-Staff to the Governor; Directors of Cabinet Affairs and Policy and Budget for the Governor; Chief Financial Officer; agency Chiefs-of-Staff; agency Chief Information Officers; Secretary of the Department of Transportation; and Directors of Purchasing, Real-Estate, Legislative Affairs, & Legal Counsel.

CCC's team has been at the forefront of some of the largest issues facing Miami-Dade County; working directly with the County on issues such as hurricane response/recovery, the COVID-19 pandemic, the Marjory Stoneman Douglas High School Public Safety Act, and the Surfside Condo Collapse.

Proudly, many of our firm's members are regularly recognized by top industry trade publications for their tireless work and advocacy in the political arena. Some awards received by our members have included: Lobbying Firm of the Year, Florida Politics 30-Under-30, News Service of Florida Inaugural 40-Under-40, Appropriations Lobbyist of the Year, Healthcare Lobbyist of the Year, Gaming Lobbyist of the Year, and 100 Most Influential People in Florida.

Our highly experienced team has unparalleled knowledge of the legislative, administrative, and regulatory processes at the state level. This wide breadth of experience allows our firm to operate at a high level in every facet relating to government advocacy.

In the transportation arena, CCC has experience in funding major terminal expansions at two of Florida's busiest airports following the legislative rewrite of the Department of Transportation's aviation statutes in 2016. CCC also represented a leading airport concessions firm, securing their return to Orlando International airport. Our team is leading the statewide effort to bring eVTOL vertiports to the state and is working with cities, counties, and the Department of Transportation on promulgating rules for this next generation of transportation.

CCC successfully drafted and implemented Florida's red light camera program, which involved uniform traffic laws. This program facilitates interaction between local governments and the State for permitting camera poles on state rights-of-way. CCC has influenced state legislation impacting local

government ability to keep subcontractor retainage and comply with prompt payment laws, while representing a large construction management firm contracted by public entities. As it relates to city and county revenue, CCC has worked with the State on a local government's ability to charge convenience fees and state money remitter license exemptions.

In the criminal justice arena, CCC represents a large correctional facility operator. Additionally, CCC has experience working collaboratively with the juvenile justice system on behalf of public-school systems and representing the Guardian ad Litem Program. As employees of the Governor's executive team, members of the Florida House of Representatives, and on behalf of the State's School Superintendents Association, CCC members were heavily involved in drafting of school safety legislation following the tragedy at Marjory Stoneman Douglas High School.

When it comes to knowledge and experience on climate resiliency, water quality, and environmental issues, CCC is the lead firm representing the Everglades Foundation in Tallahassee. CCC also represents other environmental organizations such as Bonefish and Tarpon Trust; Loggerhead Marinelife Center; Enviva Biomass and Yamaha Marine. These entities are dedicated to water quality, mitigation, climate resiliency, fighting sea level rise, and the overall environmental health of our state. In CCC's representation of the Everglades Foundation, we have been successful in advocating for over $1 billion for the development of the Southern Reservoir and marshes, securing $250 million to fund "Legacy Florida" restoration efforts. CCC has been successful in implementing the first residential water reuse program in the state; expanding opportunities for local governments to mitigate wetland ecosystem disturbances on state owned lands; and in pursuing water project funding for local government clients.

CCC has a large emergency management & disaster mitigation practice, representing a large debris removal prime contractor, FEMA audit firms, and temporary housing and employee staffing providers for traditional disaster response and recovery. During the Covid-19 Pandemic, CCC members guided much of Florida's testing and vaccination efforts, while serving as executive members of Department of Emergency Management, and in representing the State's largest testing and vaccination vendor. CCC also represented CVS Health, which implemented the Federal vaccination program and provided vaccinations in many nursing homes and assisted living facilities.

On behalf of five medium and large Florida public Schools districts, CCC has abundant experience in millage referendums, TRIM notices, local option sales taxes, impact fees, fighting unfunded mandates, and protecting local governments from the State's ever-encroaching effort to curtail Home Rule. CCC has fought against mandates dictating when and how local government referendums can be placed on the ballot, increased authority for allowable expenses of sales tax option proceeds, weakened existing State pre-emption to allow for local regulation of smoking on local government owned property, overridden State sign restrictions to allow for certain signs authorized by local governments that can be viewed from state roads, and opposed efforts to curtail local government ability to collect fees to offset the impact of growth and development.

CCC has an extensive background in economic development. Recently, we assisted clients in acquiring awards from the Governor's Job Growth Grant fund, as well as a $16.8 million grant award for mitigation infrastructure. Our firm also works closely with Enterprise Florida, providing small, minority, and entrepreneurial companies with training, development, and financing options for their businesses. Members of our firm helped create the very programs that Florida based businesses tap into every day. This gives CCC a unique ability to provide expertise across multiple state agencies.

Our firm represents the Florida Cultural Alliance, assisting them in securing funding for the State Department Cultural Affairs grant programs. Additionally, we represent Florida's Safety Net Hospitals, assisting them in securing funding for charity and uncompensated care, as well as Medicaid reimbursement shortfalls.

Finally, our firm annually secures more than $3 billion in state appropriations within the General Appropriations Act, including millions for Miami-Dade County. Among the large line items are funding for Everglades Restoration, three public universities, three public colleges, and five public school districts that range from mid-to large sized. Moreover, our firm represents developers and local governments in securing water projects, beach restoration, environmental cleanup, and road projects.

## Rubin-Turnbull & Associates (Subcontractor)

Established in 1992 by William D. Rubin, the firm, formerly known as The Rubin Group, maintains offices in Tallahassee, Fort Lauderdale, and Miami. Following Heather Turnbull's appointment as managing partner in 2019, the firm underwent an official rebranding to become Rubin, Turnbull & Associates. This made Rubin Turnbull the first Tallahassee lobbying firm to have a female namesake.

For over forty years, Rubin Turnbull has been dedicated to understanding our clients' positions and objectives on legislative, budgetary, and policy issues. Our mission is to leverage our expertise in lobbying, regulation, and politics to help our clients define and achieve their goals while also supporting our communities as a core part of our mission and passion.

### B: Qualifications of Staff

The CCC team has shown repeatedly that our work ethic, depth of knowledge of the subject and proximity to the legislative process in Tallahassee is the model for achieving numerous policy victories and securing more than $3 billion in state appropriations. Year after year, CCC demonstrates that it has the experience and expertise to assist its clients in attaining their objectives by influencing and shaping legislation, as well as impacting rulemaking in the executive branch.

If reselected, CCC and RT will advance the Village's agenda by shaping and communicating information and data in a manner that will enable it to be favorably received by policymakers. Our single goal is to ensure that the Village is positioned strategically when advocating before leadership in the Executive Office of the Governor, Cabinet, Senate, and House of Representatives.

Relationships are a key part of lobbying success. Relationships not only provide access to be heard, but also message credibility. CCC places significant emphasis on building and maintaining relationships with policymakers. We pride ourselves on having access to all members of the Executive and Legislative Branches. As a top political fundraising firm, Capital City Consulting continually builds strong and lasting relationships with Legislative and Executive Branch leadership. Specifically, in the Florida Cabinet, CCC founder, Nick Iarossi, served as Finance Co-Chair of Governor DeSantis' campaign for Governor and Finance Chair for the Governor's Inauguration. Additionally, both Nick Iarossi and Jared Rosenstein served as co-chairs and members of Governor DeSantis' National Presidential Finance Committee.

As one of the top fundraising firms in the state, CCC is extremely involved on the political side of government affairs advocacy. We always encourage potential clients to ask their locally elected leaders in state government positions about our firm and believe you will find we have the strongest relationships of any firm, based on our team's combination of substantive and political knowledge and expertise.

## C: Industry Knowledge and Expertise

For the past 21 years, CCC has lobbied for various local governments on issues impacting urban areas such as: infrastructure and roads; growth management; fees; water and utilities and preemption issues. Our firm members have served in leadership roles at various Florida agencies that impact large urban areas such as: the Department of Transportation, Department of Business and Professional Regulation, Department of Economic Opportunity, the Department of Environmental Protection, and the Florida Division of Emergency Management. These State agencies work closely with the Village on a regular basis, as such, CCC's staff is highly engaged and familiar with all issues listed in Section 2.3 – State Legislative and Advocacy Support Requirements.

CCC focuses on solving problems and creating opportunities for its clients. Our team of lawyers, former agency heads, and past legislative staffers make our strategies unique. Moreover, our team of consultants are renowned as experts in all major sectors—appropriations, financial services, transportation, procurement, health care, education, information technology, local government, criminal justice, and gaming.

Below you will find several specific performances that provide examples on how CCC uses its expertise in advocacy:

Transportation

- During the 2018 legislation session, worked with the Florida Department of Transportation to secure $2.3 million dollars for a Tampa Bay transit agency. These funds will enable the transit agency to build a new bus maintenance facility, replacing an outdated facility.

- CCC represents the nation's largest provider of red-light cameras (RLCs), which had been installing and enforcing red light violations for local governments. Opponents questioned the legality of camera-detected violations, and our client had unsuccessfully attempted to implement a statewide photo enforcement program authorization. CCC was hired on, and the next session—after adjusting the strategy to focus on public safety and ensuring that the fines from violations would include a remittance to the state and trauma centers—CCC maximized the use of a larger coalition and was able to pass the statewide authorization needed to secure local governments' use of RLCs. Additionally, CCC successfully changed the clerk of courts' policy regarding distribution of RLC fines to local governments, ensuring that the maximum amount of funds available remain with local governments.

- Faced with the sudden prospect of a massive road project cutting through the farms that make up Ocala's multimillion-dollar horse industry, CCC successfully worked with the Florida Department of Transportation to move the project to another location. CCC worked with the client to develop a grassroots strategy and public relations campaign uniting the affected property owners. Combined with that effort, CCC engaged FDOT leadership substantively in a way that convinced them the project made more sense for the agency and the public to utilize a different highway alignment.

- During the 2024 legislative session, our firm worked directly with Miami-Dade County on providing critical data relating to Transportation Oriented Developments. This data allowed the Florida Senate to fix the TOD radius set forth in the original Live Local Act. Additionally, CCC directly negotiated language in the second Live Local Act on behalf of the county, making TOD projects more accessible for municipal governments.

Environment

- Florida's environmental challenges have been exacerbated recently due to increased development and agricultural stressors. During CCC's representation of the Everglades Foundation, the foundation has been successful in advocating for $880 million for the development of water reservoirs and marshes to filter water flowing into the Everglades, $250 million to fund "Legacy Florida" restoration efforts, and in a subsequent legislative session, $248 million for additional restoration efforts.

- Water projects for local governments are always a highly sought-after appropriation. With requests each Session well over $1 billion and less than $100 million available, competition is fierce to get appropriations. We secured $2.55 million in funding since being hired by the City of

Venice to help complete a local water project and replace aging utility infrastructure—allowing the city to update their water distribution system.

- We successfully passed a bill to allow developers the opportunity to mitigate wetland disturbances on public lands owned by the state or local governments when wetland credits are not available on the private market. This allows certain developers to continue projects in parts of the state where credits were no longer available and potentially brings in revenue for local governments who participate in these mitigation projects in their local areas.

- We successfully lobbied for a client that owned a landfill to receive a special regulatory exemption that saved the client money, time, and considerable effort. The exemption was environmentally friendly and included using the existing landscape of the facility to collect and dispose of contact water that was both safe for the environment and good for the client.

Education

- To enable a campus expansion for Florida International University, CCC secured $8 million to help meet the needs of the expanding South Florida community. In addition, over $7 million in continuation funding has been appropriated, funding the build-out of generators, cooling towers, and other power redundancy projects. Curriculum initiatives have also seen success, such as $3 million for STEM courses and a program to improve student success and graduation rates.

- With state university spending under the microscope during the 2019 and 2020 Sessions, institutions testified before the appropriations committee to justify not only current base funding, but also their existence. For our two clients, Florida Atlantic University and Florida International University, our goal during the session was not to just protect their current base funding, but also to get them new additional recurring base funding. With majority of the state universities facing a cut, during the 2019 and 2020 Sessions, we successfully lobbied the Legislature to appropriate new recurring funding totaling $32 million for FIU and $17 million for FAU.

- Representing Florida's smallest university with no alumni in the Legislature makes appropriations projects a tough task, but we secured tens of millions of dollars over the course of our representation of the New College of Florida, including $5.5 million for infrastructure and renovations, nearly $10 million for building additions, over $2 million for renovation projects, and approximately $14 million in recurring dollars to increase enrollment and create parity with other institutions of higher learning.

- CCC's deep experience in K-12 education makes our success unmatched in the appropriation process. Just recently, we secured $500,000 in career and technical funding for Brevard Schools; $1.5 million in fixed capital outlay for a manufacturing training center for Brevard Schools; $2 million for storm surge mitigation for Collier Schools; and $500,000 for a summer learning academy on behalf of Sarasota Schools. These appropriations were secured for public school

districts under the leadership of a Speaker who favored chartered schools over traditional public schools, and highlights CCC's ability to overcome political obstacles to achieve client goals.

- For the School District of Sarasota County, we ensured that legislative proposals that impacted local government's ability to put millage referendums on the ballot did not affect the ability of Sarasota School District to renew additional operating millage through a local referendum option.

- During a budget cutting Session, CCC was able to secure $4.1m in funding for a major Florida college to build its academic and administrative infrastructure. Over the same period, CCC secured Fixed Capital Outlay Funding for our client—when only six of Florida's universities received it—in the amount of $1.68m for utilities, roofs, infrastructure, and capital renewal.

Health Care

- For our prior client, the Florida Coalition for Children, we successfully lobbied the legislature to secure both new recurring base funds and risk-pool funding for the community-based care system, which provides care for children in foster care. Since we started representing them during the 2017 Session, we successfully lobbied the Legislature to provide more than $40 million in new core funds for community-based care. Additionally, each Session we secured funding in the back of the budget to address current fiscal year deficits in foster care.

- CCC's health care appropriations expertise is relied upon by clients such as the South Broward Hospital District—a special taxing district that serves as the largest healthcare provider in South Broward County—for which CCC helps ensure critical funding. Accordingly, we have secured a half million dollars for a mobile primary care unit and $1 million for a medication assistance program for Opioid addicts. Further, in 2018 we worked to secure $1 million for a hazard response system and in 2018 lobbied to prevent significant cuts to the Critical Care Fund. Following legislative approval, we successfully lobbied Governor Rick Scott to avoid a veto of the funding.

- Each year low-income pool (LIP) funding must be reauthorized by the Legislature and implemented by the Agency for Health Care Administration. For our client the Safety Net Hospital of Florida, we successfully lobby to secure full funding by the Legislature and then work with ACHA to ensure that Florida's safety nets receive the 100% reimbursed funding for the charity care they provide.

Economic Development

- CCC has experience assisting clients in securing state government incentives, such as the Qualified Target Industry Tax Refund, the Capital Investment Tax Credit, and the Quick Action Closing Fund. As a result of our background in dealing with both Enterprise Florida and the Department of Economic Opportunity, our team can connect clients with opportunities, assist in application preparation, and in ensuring statutory and performance compliance post-award.

- Successfully lobbied the Department of Economic Opportunity for expedited review and approval of two large comprehensive plan changes for warehousing in Polk County on behalf of Majestic Realty.

- In 2018, we positioned one of our clients to win the third highest award for the Governor's Job Growth Grant Fund.

Emergency Management

- CCC often acts as an advisor to municipal clients across the State during times of emergency. Our team acted as the tip of the spear when recent floods shut down the City of Fort Lauderdale, permanently destroying the Fort Lauderdale City Hall.

- Post-disaster, CCC interfaces with cities and counties on securing full FEMA public assistance reimbursement through the Florida Division of Emergency Management; expediting reimbursement applications worth tens of millions of dollars.

## D: Project Management and Special Services pertinent to this Solicitation; and Past Performance

CCC has represented various municipal governments since its inception, and we are proud to work with communities from Key West to the Panhandle.

Below, please find recent and relevant contracts/references for similar scopes of work.

### Polk County

CCC has represented Polk County since 2019 and has successfully worked with the County on both securing legislative appropriations as well as facilitating agency issues before the Florida Department of Transportation and Florida Department of Environmental Protection.

Contract Value: $7,500 per month
Contact: Bill Beasley; billbeasley@polk-county.net (863) 534-6444
Contract Status: Subcontractor
Contract Term: Evergreen

### City of Venice

CCC has represented the City of Venice since 2015. During that time, CCC has secured millions in legislative funding relating to water quality and transportation repair/upgrades.

Contract Value: $5,000 per month
Contact: Ed Lavallee, elavalee@venicegov.com (941)
Contract Status: Prime
Contract Term: Evergreen

### Broward County

CCC has represented Broward County since 2021. The CCC team was brought on to facilitate the passage of CS/HB 513 - Comprehensive Review Study of the Central and Southern Florida Project which passed the Florida House of Representatives (113 Yeas / 0 Nays) in 2022. HB 513 bill contained a $2,000,000 appropriation linked to its passage in supplemental funding. The CCC team has continued to work with Broward County on issues relating to Executive Branch agencies and legislative appropriations.

Contract Value: $5,000 per month
Contact: Marty Cassini, MCASSINI@broward.org (954) 357-7575
Contract Status: Prime
Contract Term: October 1st, 2023 – September 30th, 2024

### City of Fort Lauderdale

CCC has represented the City of Fort Lauderdale since 2021. CCC successfully secured millions in critical waterway, transportation, and grant funding. Additionally, CCC served as a critical advisor and point of contact in coordinating the State response to the historic 2023 floods that destroyed Fort Lauderdale City Hall.

Contract Value: $50,000 per year
Contact: Daphnee Sainvil, dsainvil@fortlauderdale.gov (954) 299-7806
Contract Status: Prime
Contract Term: October 1, 2021 – September 30th, 2024

## City of Miami

CCC has represented the City of Miami since 2021 for executive branch lobbying. Our team assists the City in the legislative veto process as well as representation before Executive branch agencies.

Contract Value: $50,000 per year
Contact: Francisco J. Petrirena, fpetrirena@miamigov.com (786) 717-3931
Contract Status: Prime
Contract Term: March 1st, 2021 – February 28th, 2025

## City of Boca Raton

CCC has represented the City of Boca Raton since 2021. CCC has worked with the city in both acquiring legislative appropriations as well as Executive Branch representation including managing grants and water/transportation projects.

Contract Value: $50,000 per year
Contact: Chrissy Gibson, cgibson@ci.boca-raton.fl.us (561) 393-7757
Contract Status: Prime
Contract Term: December 30th, 2023 – December 29th, 2024

## City of Coral Gables

CCC has represented the City of Coral Gables since 2022. CCC has successfully secured critical water, sewer and transportation infrastructure funding for the City. Additionally, CCC has worked with the City on pending Hurricane Irma reimbursements with both FEMA and the Florida Division of Emergency Management.

Contract Value: $5,500 per month
Contact: Fernando Weiner, fweiner@coralgables.com (305) 619-1203
Contract Status: Prime
Contract Term: November 23rd, 2022 – November 22nd, 2025

## Town of Highland Beach

CCC has represented the Town of Highland Beach since 2022. Highland Beach has many critical water and transportation infrastructure needs that CCC has successfully funded via legislative appropriations as well as Executive Agency grant funding. Additionally, CCC assisted the Town before the Joint Legislative Audit Committee (JLAC) during recent audit proceedings.

Contract Value: $25,000 per year
Contact: Manager Marshall Labadie, mlabadie@highlandbeach.us (561) 278-4548
Contract Status: Prime

Contract Term: April 10th, 2024 – April 10th, 2025 (Yearly renewal)

## Miami-Dade County

CCC has represented Miami-Dade County since 2023. In that time, CCC and the Miami-Dade County team worked tirelessly together on a large range of issues. These issues include:

- SB 102 / HB 627 (The Live Local Act)
- HB 919 (Homeowners Associations)
- HB 1625 (Local occupational Licensing)
- The Community Workforce Housing Program
- The North Corridor of the Strategic Area Rapid Transit Plan
- Pardoning of Marijuana related offenses
- Bird Road septic-to-sewer conversion, Schenley Park septic-to-sewer conversion
    - *Successfully funded at 2m non-recurring*
- Tropical Park Improvements
    - *Funded in both legislative chambers, vetoed by the Governor*
- SB 1712 / HB 361 (Municipal Water and Sewer Utility Rates
- SB 682 / HB 671 (Residential Building Permits)
- SB 248 (Public Records/Personal Identifying Information of Certain Victims)
- HB 1595 / SB 1588 (Law Enforcement Operations)
- SB 154 / HB 1395 (Condominium and Cooperative Associations)
- SB 328 (Affordable Housing)
    - *CCC had a direct impact on this legislation on behalf of Miami-Dade County relating to Transportation Oriented Developments*
- HB 47 (Municipal Water and Sewer Utility Rates)
    - *CCC led the negotiations between municipalities, Miami-Dade County elected officials, staff, Senators, and Representatives; moving this legislation further than it had ever progressed before*
- HB 569 (Sovereign Immunity)
- HB 705 (Public Works Projects)
- SB 1628 (Local Government Actions)
- HB 1641 (Regulation of Auxiliary Containers)
- Miami-Dade County – Midway Pump Station Improvement Project - NW 7th st & SR 826
    - *Funded in both legislative chambers at 1.052m, pending the Governors veto*
- DEP Wastewater Grant Awards
- FDEM/FEMA project funding and appeal

Contract Value: $72,000 per year
Contract Term: July 1st, 2023 – June 30th, 2024
Contact: Jess McCarty, jess.mccarty@miamidade.gov
Contract Status: Prime

## Past Performance on Appropriations

Over the last 20 years, CCC has accomplished numerous legislative victories (detailed in the sections above); we especially pride ourselves on being experts on the misunderstood and arcane state appropriations process.

The following is a six-year review of CCC's successful appropriations project acquisitions, including the 2024 legislative projects post-Governor's veto:

| **2019 Session** | |
|---|---|
| Everglades Restoration for Client Everglades Foundation | $365m NR |
| City of Venice Water Discharge Outfall Monitoring Phase 1 | $100,000 NR |
| Loggerhead Marinelife Center: Improving Water Quality and Coastlines | $250,000 NR |
| Advanced Transit Technologies Feasibility Study in TBARTA | $2.5m NR |
| Palm Beach School District African American History Museum | $150,000 NR |
| Innovative Services Development Grant Program for Transportation Services for Persons with Disabilities | $500,000 NR |
| 44th Avenue East Extension (Manatee County) | $10m NR |
| Community Based Care New Core Funding | $8m Recurring |
| Community Based Care Risk Pool Funding | $8.054m NR |
| Memorial Healthcare System Medication Assisted Treatment Program | $1m NR |
| Florida Healthy Kids Funding to blend full-pay and subsidized pools | $12m Rec/NR |
| FAU 100 | $12m Recurring |
| FAU Jupiter STEM/Life Sciences Building | $11m NR |
| FAU A.D. Henderson Lab School | $11.5m NR |
| FIU Operational Support | $15m Recurring |
| FIU Targeted STEM Initiative | $2.5m NR |
| New College of Florida Enrollment Growth Initiative | $1.64m Recurring |
| UF Health Program to Cure Dystonia | $300,000 NR |
| UF Health Center for Translational Research in Neurodegenerative Disease | $2m NR |
| Take Stock in Children Post-Secondary Mentoring | $850,000 NR |
| Palm Beach Schools- West Tech Education Center Adult Vocational Training | $250,000 NR |
| Brevard Public Schools Construction and Welding Program | $500,000 NR |
| Brevard Public Schools Construction Training Program | $100,000 NR |
| STEM2HUB: Florida High Demand Career Initiative | $500,000 NR |
| Sarasota County Summer Learning Academy | $100,000 NR |
| **2020 Session** | |
| Everglades Restoration for Client Everglades Foundation | $333m NR |
| 44th Avenue East Extension (located in Manatee County) | $10m NR |
| Moccasin Wallow Road Extension (located in Manatee County) | $3.6m NR |
| Innovative Services Development Grant Program for Transportation Services for Persons with Disabilities | $1.5m NR* |
| Brevard Zoo Aquarium | $500,000 NR* |
| Homeland Heritage Park Renovation- Polk County | $250,000 NR* |
| African American History Museum and Library at Roosevelt High School | $200,000 NR |
| Dept of State Cultural and Museum Grants Program | $13.6m NR |
| Polk County Rural Areas Fire Suppression Resiliency | $500,000 NR* |
| Lee County Citrus Canker Judgement Settlement | $19.1m NR |
| City of Venice Booster Station | $200,000 NR* |
| Loggerhead Marinelife Center: Improving Water Quality and Coastlines | $250,000 NR |

| | |
|---|---|
| DNA Comprehensive Therapy Model | $1.667m NR |
| Sacred Heart Hospital DSH Funding | $5.1m NR |
| Memorial Healthcare System Medication Assisted Treatment Program | $500,000 NR |
| Memorial Healthcare System Telehealth Program | $250,000 NR |
| Community Based Care Core Funding Increase | $11.9m Recurring |
| Community Based Care Risk Pool Funding | $5m NR |
| FIU Operational Support | $17m Recurring |
| FIU Engineering Building | $8.266m NR |
| FAU Operational Support | $2m Recurring |
| FAU STEM/LIFE Sciences Building | $11.146m NR |
| FL Tech Biomedical Aerospace Manufacturing | $1.5m NR* |
| St. Pete College Nurse Simulation Expansion | $725,0000 NR* |
| UF Health Alzheimer's and Dementia Research | $1.5m NR |
| Take Stock in Children Mentoring | $850,000 NR* |
| Advancement Via Individual Determination | $500,000 NR* |
| Junior Achievement Workforce Readiness Program | $400,000 NR* |
| Mental Health Assistance for FL Virtual Schools | $625,000 NR* |
| Pinellas School District Summer Career Acceleration Program | $125,000 NR* |
| Sarasota County Schools Summer Learning Academy | $800,000 NR* |
| Brevard Schools/Astronaut High Welding Equipment | $150,000 NR* |
| Dedicated STEM Classroom for Marine Science | $250,000 NR* |
| **: Included in record setting $1 Billion in Vetoes made by Governor due to COVID-19 and need to put money in reserves. Vetoes not due to merits of projects.* | |
| **2021 Session** | |
| Everglades Restoration for Client Everglades Foundation | $342m NR |
| City of Miami- Little Havana Pedestrian Priority Zone | $3m NR |
| North Ridge Trail- Polk County | $9.5m NR |
| Moccasin Wallow Road Expansion-Phase 2 (located in Manatee County) | $3.6m NR |
| Brevard Zoo Aquarium | $500,000 NR |
| Polk County Regional Emergency Management Logistics Facility | $500,000 NR |
| Sarasota Performing Arts Center | $284,000 NR |
| Loggerhead Marinelife Center: Improving Water Quality and Coastlines | $249,771 NR |
| City of Miami Golden Pines Neighborhood Improvements | $1.5m NR |
| Citrus Canker Eradication Claim - Orange County | $43.9m NR |
| Critical Care Fund Maintained for Safety Net Hospitals | No Cuts |
| DNA Comprehensive Therapy Care Model | $1.667m NR |
| Billy Joe Rish Park for Disabled- Repairs | $2m NR |
| Medication Assisted Treatment & Telehealth Enhanced Recovery Program | $500,000 NR |
| Sacred Heart Hospital (Ascension) GME FY 21-22 | $8.2m NR |
| City of Miami Badia Senior Center | $1.7m NR |
| FSU Interdisciplinary Research Commercialization Building - PECO | $23.492m NR |
| FL Tech - Biomedical Aerospace Manufacturing | $2m NR |
| St. Pete College Law Enforcement Simulation City | $510,000 NR |
| St. Pete College Operational Support | $5m NR |
| Take Stock in College | $500,000 NR |
| FAU A.D. Henderson University Lab School | $17.3m NR |
| Research University Alzheimer's Research Using Exablate Neuro focused Ultrasound | $4.5m NR |
| UF Health Alzheimer's and Dementia Research | $2.5m NR |
| Mental Health Assistance Allocation for FL Virtual Schools | $2m Rec |
| **2022 Session** | |
| FL Tech – Biomedical Aerospace Manufacturing (BAM) | $2m NR |
| West Technical Education Center | $397,288 NR |

| | |
|---|---|
| St. Peter College – Public Safety Operational Enhancements | $955,600 NR |
| FIUnique | $3.9m Rec |
| UF Health Alzheimer's and Dementia Research | $3m NR |
| Research University Alzheimer's Research Using Exablate Neuro Focused Ultrasound | $5m NR |
| Take Stock in College | $500,000 NR |
| FIU CLIA Laboratory for Functional Drug Testing for Individuals Cancer Treatments | $2m NR |
| Loggerhead Marinelife Center Educational Material for Underserved Youth | $250,000 NR |
| Busch Wildlife Sanctuary Environmental Education Canter | $500,000 NR |
| College of the Florida Keys – Academy Classroom Facility and EOC | $3m NR |
| Pinellas County Schools – Leadership and Professional Development Center | $5m NR |
| FIU Engineering Building Phase II | $33.5m NR |
| Broward College Deferred Maintenance Needs | $24,040,225 NR |
| St. Pete College - Deferred Maintenance Needs | $47,576,641 NR |
| St. Pete College – Deferred Maintenance at Tarpon Springs | $5m NR |
| DNA Comprehensive Therapy Care Model | $1.867m NR |
| Memorial Healthcare System – Medication Assisted Treatment Response Program | $1m NR |
| Little Havana Activities and Nutrition Center: Homemaking and Companion Services | $1m NR |
| K9s for Warriors Lifetime Care & Mental Health Support | $750,000 NR |
| K9s for Warriors Center for K9 Operations and Training | $2.5m NR |
| Continuum of Care Program for Enhanced Offender Rehabilitation | $2,413,930 NR |
| Polk County Medical Examiner's Emergency Generator Replacement | $140,000 NR |
| Polk Regional Water Cooperative Heartland Headwaters | $20m NR |
| Okeechobee County Regional Stormwater Treatment | $1.8m NR |
| City of Miami – East Auburndale Drainage & Flooding Mitigation | $1.5m |
| City of Miami – East Flagami Flood Mitigation, Stormwater and Drainage | $3m NR |
| City of Miami – Kinloch Flooding Mitigation and Road Reconstruction | $2,269,619 NR |
| City of Miami – Localized Flooding Improvements | $1.052m NR |
| City of Miami – Tidal Valves and Flood Improvements | $100,000 NR |
| City of Miami – Pump Stations Upgrade | $2.5m NR |
| Bonefish and Tarpon Trust Restoring Coastal Resilience and Water Quality | $250,000 NR |
| Loggerhead Marinelife Lifesaving Water Treatment System for Sick and Injured Turtles | $250,000 NR |
| Rattlesnake Key Recreational Park | $23m NR |
| Sarasota County – Fruitville Road | $4m NR |
| Manatee County – Moccasin Wallow | $7.5m NR |
| Polk County – North Ridge Trail | $5m NR |
| Polk County – Thomson Nursey Road Design | $5m NR |
| Brevard Zoo Aquarium | $950,000 NR |
| Sarasota Performing Arts Center | $990,000 NR |
| **2023 Session** | |
| Research University Alzheimer's Research Using Exablate Neuro Focused Ultrasound | $5m NR |
| FL Tech - Biomedical Aerospace Manufacturing (BAM) | $2m NR |
| FL Tech- Aerospace Cybersecurity Engineering Development | $5m NR |
| Palm Beach Atlantic University Center for Financial Literacy | $2m NR |
| St. Pete College - Applied Mental Health Certificate | $386,940 NR |
| Northwest Florida State College - Health Sciences & First Responder Support | $990,000 NR |
| University of Central Florida - Individualized Readability Research Pilot Project | $1m NR |
| UF Health Alzheimer's and Dementia Research | $3.5m NR |
| UCF College of Medicine - Immunotherapy to Prevent & Improve Muscle & Bone Waste | $500,000 NR |
| Take Stock in College | $850,000 NR |
| Broward College STEM Center Remodel-Phase 1 | $15m NR |

| | |
|---|---|
| Northwest Florida State College - Remodel of First Responder & Public Safety Building | $8.2m NR |
| Gulf Coast State College STEM Building | $3,999,972 NR |
| FIU Herbert Wertheim College of Medicine Academic Health Sciences/ Clinical Facility | $5m NR |
| FIU Engineering Building | $15m NR |
| FIU Honors College | $11m NR |
| STEM, Computer Science and CTE Career Awareness for Middle School | $1.9m NR |
| Busch Wildlife Sanctuary Environmental Education Center | $500,000 NR |
| DNA Comprehensive Therapy Model | $1.9m NR |
| Joe DiMaggio Children's Hospital - Solutions for Behavioral Health for At-risk Youth | $500,000 NR |
| Memorial Healthcare-Medication Assisted Treatment for Zero Overdoses | $1m NR |
| Project LIFT- Mental Health Treatment & Workforce Development | $742,700 NR |
| Sacred Heart Bay Medical Trauma Center | $1m NR |
| Little Havana Activities and Nutrition Centers Elderly Personal Care, Referral, and Information Services | $500,000 NR |
| K9s for Warriors Lifetime Care & Mental Health Support for Veterans and Caregivers | $1m NR |
| Sacred Heart Bay Medical Hospital Charity Care Underpayment | $4m NR |
| Caloosahatchee River Valued Ecosystem Component Restoration Phase 6 | $2m NR |
| Indian River Lagoon Restoration – Aquaculture - Cocoa Beach Jr/Sr | $850,000 NR |
| City of Venice - Water Main Replacement Program Phase 8 | $850,000 NR |
| St. Lucie Village - Residential Potable Water Service | $83,780 NR |
| City of Boca Raton- NW 35th St. Drainage Improvement Project | $300,000 NR |
| City of Boca Raton – Drinking Water Transmission and Distribution Improvements | $1.4m NR |
| City of Coral Gables – Force Main Replacement Program | $700,000 NR |
| City of Miami Drainage Improvements SW 27th Street from 27th Ave to SW 30th Ave | $1.604m NR |
| City of South Miami Septic to Sewer Project | $1.8m NR |
| Miami-Dade County – Sewer Connection Assistance – Schenley Park Neighborhood** | $2m NR |
| Broward County – NW 23rd Avenue Environmental Restoration | $435,885 NR |
| Loggerhead Marinelife Center Improving Water Quality and Coastline Cleanliness | $250,000 NR |
| St. Andrews Bay Seagrass Restoration Project | $999,496 NR |
| Loggerhead Marinelife Center Lifesaving Water Treatment System for Sick or Injured Sea Turtles | $250,000 NR |
| Continuum of Care for Enhanced Offender Rehabilitation | $2.4m NR |
| Monique Burr Foundation Child Safety Matters Prevention Education Program | $1.6 R |
| Sarasota County - Laurel Road Capacity and Mobility Improvement Project | $8m NR |
| Manatee County- Moccasin Wallow Road Expansion Segment #3 | $8m NR |
| Polk County - Powerline Road South Extension Project | $10m NR |
| City of Boca Raton- NW/SW 4th Avenue Widening | $1m NR |
| Fort Lauderdale- Galt Mile Street Safety Improvements | $500,000 NR |
| City of Miami - Tamiami Boulevard Roadway Reconstruction & Drainage Improvements | $1m NR |
| Franklin County - Emergency Operations Center | $2.6m NR |
| Polk County - Utilities Administration Building Emergency Generator Replacement | $220,000 NR |
| City of Miami Fire - Rescue Training Center Renovation | $1.6m NR |
| **: *Project on behalf of Miami-Dade County* | |
| **2024 Session** | |
| University of Miami Gordon Center - Medical Training and Simulation Laboratory | $3.5m Rec/$2.5m NR |
| Florida Institute of Technology Aerospace Cybersecurity Engineering Development | $5m NR |
| Palm Beach Atlantic University LeMieux Center for Public Policy | $3m NR |

| | |
|---|---|
| Take Stock in College | $850,000 NR |
| ReUp College & Credential to Workforce Initiative | $1m NR |
| FSU Institute for Pediatric Rare Diseases | $5m NR |
| STEM, Computer Science and CTE Career Awareness for Middle Schools | $950,000 NR |
| Busch Wildlife Sanctuary Environmental Education Center | $500,000 NR |
| ARK Innovation Center at Pinellas Schools | $1m NR |
| USF East Campus Infrastructure & Safety Improvements | $31m NR |
| Gulf Coast State College - Construct Multi-Purpose Classroom and Community Emergency Shelter Space | $5,897,637 NR |
| Northwest Florida State College- Remodel Building 510- First Responder & Public Safety Training Center- Niceville | $8,570517 NR |
| FSU/FAMU College of Engineering - Building C | $5m NR |
| FSU Academic Support Building | $10m NR |
| FSU Center for Energy Independence | $3m NR |
| FSU College of Nursing Remodeling | $2m NR |
| FSU Dittmer Building Remodeling | $55.4m NR |
| FSU Veterans Legacy Complex | $7.5m NR |
| Brevard Adult & Community Education Career Technical Center Expansion | $2.625m NR |
| Sacred Heart Nursing Residency | $578,688 NR |
| DNA Comprehensive Therapy Model | $1.967m NR |
| Kristi House-Renovations to Main Building for UM Child Protection Team | $1m NR |
| Opioid and Substance Abuse Treatment Using neuromodulating low-intensity focused ultrasound (LIFU) technology | $3m NR |
| Joe DiMaggio Children's Hospital - New Solutions Intensive Outpatient Programs of Health (MAT-SDOH) Integration | $500,000 NR |
| Medication Assisted Treatment with Social Determinants of Health (MAT-SDOH) Integration | $1m NR |
| Project LIFT- Mental Health Treatment & Workforce Development | $742,700 NR |
| Brain Bus | $491,614 NR |
| Little Havana Activities and Nutrition Centers Elderly Personal Care, Referral, and Information Services | $500,000 NR |
| City of Miami - Badia Center Facility at Flagami Park | $1.75m NR |
| Ascension St Vincent's Nursing Residency | $578,688 NR |
| Ed and Ethel Moore Alzheimer's Disease Research Program | $1.5m NR |
| Franklin County - St James/Lanark - EMS Substation Project | $1.967m NR |
| K9s For Warriors - Pairing Veterans with Service Dogs | $2m NR |
| Inmate Career Readiness Assessments | $600,000 NR |
| Polk County Sheriff's Office - County Jail Improvements | $2.050m |
| Caloosahatchee River Valued Ecosystem Component Restoration Phases 6-7 | $3.5m NR |
| City of Boca Raton - Drinking Water Transmission and Distribution Improvements | $750,000 NR |
| City of Boca Raton - Jeffrey Street Seawall Replacement | $300,000 NR |
| City of Panama City - Hentz Stormwater Park Repetitive Loss Project | $950,000 NR |
| City of Venice - Intracoastal Force Main Replacement | $750,000 NR |
| Highland Beach Clean Water Project - Lift Station Rehabilitation | $250,000 NR |
| Miami-Dade County – Midway Pump Station Improvement Project - NW 7th st & SR 826** | $1.052m NR |
| St. Lucie Village - Septic to Sewer - Phase 3 Design | $293,670 NR |
| City of Miami - Roberto Clemente Park Drainage and Baseball Field Improvements | $1.2m NR |
| Bonefish and Tarpon Trust Restoring Coastal Resilience and Water Quality Phase 2 | $250,000 NR |
| St. Andrews Bay Seagrass Restoration Project | $999,999 NR |
| Franklin County - Bear Resistant Residential Refuse Containers | $683,500 NR |

| | |
|---|---|
| Loggerhead Marinelife Center Improving Water Quality and Coastline Cleanliness | $250,000 NR |
| Loggerhead Marinelife Center Lifesaving Water Treatment System for Sick or Injured Sea Turtles | $250,000 NR |
| City of Fort Lauderdale - Breakers Avenue Resiliency and Pedestrian Traffic Improvements | $3m NR |
| City of Panama City - Tarpon Dock Bridge Refurbishment | $400,000 NR |
| Manatee County - State Road 64 PD&E Study - Lorraine Road to Verna Bethany Road | $1.2m NR |
| Intersection and Beach Walk Comprehensive Upgrade and Safety Improvements (in partnership with the City of Miami Beach) | $4.850m NR |
| Manatee County - Moccasin Wallow Road Expansion Segment#5 | $6m NR |
| Polk County - North Ridge Trail | $2.5m NR |
| Boys & Girls Clubs of Tampa Bay: Workforce Readiness Program | $400,000 NR |
| Habitat Acres - A Habitat Miami Community | $500,000 NR |
| Polk County - Portable Generator Replacement | $240,000 NR |
| St. Pete Palladium Theater Phase 2 | $1m NR |

# Service Team and Resume

## A: Organizational Chart

**Village of Key Biscayne**

**Team Member**

Jared Rosenstein | Partner

Legislative and Executive Branch Advocacy; Client Communications; Strategic Planning; Client Reporting

**Team Member (Subcontrator)**

Erica Chanti

Legislative and Executive Branch Advocacy; Client Reporting

The primary lobbyists for the Village will be Jared Rosenstein with CCC and Erica Chanti with RT, however, all firm lobbyists will be able to assist the Village as needed. Jared Rosenstein will be the Villages day-to-day contact and will assist in coordinating legislative reports, meeting requests as well as legislative appropriation request documentation. Erica Chanti will handle policy issues, appropriations and attend meetings as needed. Both Jared and Erica will interface with the Governor, Senate President and Speaker of the House on all matters related to the Village.

The Village a has a 24/7, 365, direct line to our firm. The legislative session moves fast, it is imperative that the requests of the Village are acted on in a timely manner to ensure success. Our team is ready to meet with the Village well in advance of the upcoming legislative session and can be available to meet at whatever frequency the Village requires, including in-person meetings, briefings to the Village Council and or electronic communications.

## B: Resumes

**Jared Rosenstein, J.D.**

**EXPERIENCE**

**Capital City Consulting** **2021– Present**

- Partner
  - Launched the Capital City Consulting Fort Lauderdale Office
  - Handles the firm's South Florida municipal practice
  - Provides strategic advice to clients on interactions with the state legislature, state, and local government agencies.

**Florida Division of Emergency Management** **2019- 2021**

- Legislative Affairs Director
  - Joined Governor Ron DeSantis administration with Director Jared Moskowitz
  - Mediated high level negotiations between major business groups on the Florida Citrus Recovery Block Grant
  - Led the statewide legislative response to the COVID-19 pandemic as the primary point of contact for all local, state, and federal elected officials and municipal governments.
  - Managed all COVID-19 vaccine and testing initiatives, including the vaccination program for African American Churches as well as the vaccination program for Holocaust survivors.

**Florida House of Representatives** **2014- 2019**

- Senior Legislative Assistant
- Office of State Representative Jared Moskowitz (D-Coral Springs)
  - Authored, co-authored and filed drafts of all major legislation and amendments
  - Formulated strategies for guiding major political priorities through the legislative process
  - Provided counsel to the Representative after reviewing statutory language in proposed legislation
  - Assisted the Representative in collation building, drafting and analysis during the legislative response to the Marjory Stoneman Douglas shooting

**Florida House of Representatives** **2013-2014**

- District Secretary
- Office of State Representative Bill Hager (R-Boca Raton)
  - Managed the Representatives local office, handling constituent casework

**Florida House of Representatives** **2013**

- Legislative Intern
- Office of State Representative Holly Raschein (R-Marathon)
  - Researched and analyzed legislation

**EDUCATION**

**Broward College** **2008-2011**
A.A., Political Science

**Florida State University** **2011-2013**
B.A., Political Science

**Nova Southeastern Shepard Broad College of Law** **2015-2018**
Juris Doctor

1050 Brickell Ave, Miami, FL 33131
(305) 775-7252
Erica@rubinturnbull.com

# ERICA CHANTI

## SKILLS

- **Oral Communication**: Ability to clearly present arguments and articulate positions to various audiences, including legislators, stakeholders, and the public.
- **Persuasion and Negotiation**: Skill in influencing decision-makers and negotiating agreements.
- **Campaign Management**: Experience in planning and executing advocacy campaigns
- **Stakeholder Engagement**: Ability to build and maintain relationships with key stakeholders, including government officials, industry leaders, and community groups.
- **Strategic Thinking**: Competence in developing and implementing strategies to achieve lobbying objectives.
- **Understanding of Legislative Processes**: Familiarity with how legislation is developed, debated, and enacted.
- **Knowledge of Political Systems**: Insight into governmental structures, political dynamics, and electoral processes.

## EMPLOYMENT

*Rubin, Turnbull and Associates, Government Consultant* *2017- present*

- **Client Engagement**: Works closely with clients to understand their goals, needs, and positions on various issues.
- **Policy Analysis**: Analyzes legislation, regulations, and policy proposals to understand their implications for the client.
- **Strategic Planning**: Develops a comprehensive strategy to advocate for the client's position, including lobbying tactics, communication plans, and coalition-building.
- **Networking**: Builds and maintains strong relationships with lawmakers, government officials, and their staff.
- **Legislative Tracking**: Monitors legislative and regulatory developments to keep the client informed about relevant changes.
- **Reporting**: Provides regular updates and reports to the client on lobbying activities, progress, and outcomes.

*Miami Dade Legislative Delegation, Executive Director* *2014- 2017*

- **Liaison Role**: Acts as the main point of contact between the delegation members, local government officials, and the public.
- **Communication**: Ensures effective communication within the delegation and between the delegation and external stakeholders, including state agencies, constituents, and advocacy groups.
- **Legislative Tracking**: Monitors and analyzes bills and legislative activities that impact Miami-Dade County.
- **Research and Analysis**: Provides research support and analysis on policy issues and legislative proposals relevant to the delegation.
- **Meeting Organization**: Organizes and facilitates delegation meetings, briefings, and public hearings.
- **Agenda Preparation**: Prepares agendas, minutes, and materials for delegation meetings.
- **Public Events**: Coordinates public forums and town hall meetings to gather input from constituents and inform them about legislative issues.

## HONORS AND ACKNOWLEDGMENTS

- Named one of Florida Politics' "30 Under 30" rising stars
- Honored as one of the News Service of Florida's "40 under 40"

## Jared Rosenstein – Capital City Consulting



Jared Rosenstein began his career in the Florida Senate while attending Florida State University. After graduating from Florida State University with a degree in political science, Rosenstein worked for several members of the Florida House of Representatives while attending law school at Nova Southeastern University's School of Law. As a legislative staffer in both chambers, he provided policy analysis on gaming, animal welfare, and natural disaster issues; additionally, during the 2018 legislative session, he helped craft the Marjory Stoneman Douglas School Safety Act.

In addition to his legislative experience, Rosenstein was the legislative affairs Director at the Florida Division of Emergency Management (FDEM) under Governor Ron DeSantis and Director Jared Moskowitz. Rosenstein was the primary point of contact for federal, state, and local elected officials during the COVID-19 pandemic. CCC's municipal practice is led by Rosenstein, who is an advisor to multiple cities and counties statewide.

Rosenstein splits his time between Fort Lauderdale and Tallahassee and is an ardent supporter of Jewish causes, animal rescue organizations, and cancer research initiatives.

## Erica Chanti – Rubin Turnbull & Associates (Subcontractor)

Erica Chanti has been deeply immersed in the world of government relations and politics in Florida for more than a decade, having begun lobbying on behalf of clients at the age of 20. In her role at Rubin, Turnbull & Associates, she lobbies at the state and local level for a diverse portfolio of clients.



Based in the firm's South Florida offices, Chanti has broad and deep relationships within the large Miami-Dade and Broward legislative delegations. Before joining the firm in 2017, she was Executive Director of the Miami-Dade Legislative Delegation in Miami-Dade County's Office of Intergovernmental Affairs. In that role, she coordinated legislative issues with delegation members and key staff in Tallahassee, Miami-Dade County, and the Office of Intergovernmental Affairs. As the Delegation's lead representative since December 2014, Chanti played a significant role in bringing together constituents and delegation members through community meetings and public hearings.

Another strength that Chanti brings is her well-rounded experience in political campaigns and campaign finance. She has played an active role on more than two dozen Miami-centered campaigns for state legislators, judges, and constitutional officers. She began her career with the government and public relations firm Robert M. Levy & Associates in 2009.

In 2015, the influential StPetersBlog named Chanti one of its "30 Under 30" rising stars of Florida politics. She is a graduate of Florida State University with a bachelor's degree in political science.

# Personnel Plan

## a & b: Operating Plan and Staffing levels

**The Village will have full access to its full-time lobby team every single day, every single week, every single month necessary.**

CCC works 24/7, 365 days a year; being on call always is the most important facet to successful legislative advocacy. Florida's legislative session is a quick moving 60 days. Often, proposals are released publicly as finished products. Therefore, CCC constantly meets with Committee Chairs and staff to ensure that CCC clients are aware of proposals at the staff level so that input can be provided during the legislative planning process.

We also establish ourselves as resources to legislators and staff on behalf of our clients for feedback on legislative ideas before they become proposals. This approach often grants us the opportunity to head off negative proposals in their infancy or shape them in ways that are beneficial to our clients.



## c: Organizational Chart with Village Staff




## d: Role and Responsibilities

As stated in detail above (and in the preceding sections), both Jared and Erica will have shared legislative advocacy responsibilities and will be available 24/7. Budget items, meeting requests, reports and policy issues will be roles and responsibilities shared by both lobbyists.

# Tab D – Subcontracting Plan

# Subcontractor – Rubin Turnbull & Associates

CCC is proud to partner with Erica Chanti and Rubin, Turnbull & Associates (RT).

Rubin Turnbull & Associates is a leading Florida government relations firm that helps businesses and other organizations advance their mission and achieve critical objectives by engaging successfully with all levels of government. Founded in 1992 by William D. Rubin and formerly known as The Rubin Group, the firm has offices in Tallahassee, Fort Lauderdale, and Miami.

Rubin Turnbull represents clients before the Florida State Legislature, Governor, cabinet, state agencies and local governments, and at the federal level. RT team members have experience working inside many of these same institutions and offices and have built strong relationships on both sides of the political aisle.

RT has a robust footprint in South Florida to provide value to clients in reaching the large legislative delegations in Miami-Dade, Broward, and Palm Beach counties. The RT team travels extensively throughout the state to keep our relationships fresh, diverse, and strong, and to identify the up-and-coming local public officials who may become tomorrow's state Senate or House leaders and committee chairs.

As stated in her resume and biography in the sections above, Erica Chanti will have primary responsibility as CCC's subcontractor on this engagement. Erica has spent years dedicated to political advocacy and has the political acumen, relationships, and work ethic to help the Village achieve its legislative and funding goals.

Jared Rosenstein and Erica Chanti will share this engagement and its workload 50/50.

# Tab E – Proposal Approach

# Comprehensive Approach and Implementation

Our firm has garnered a reputation for being hardworking, aggressive, and substantive; our approach to legislative advocacy is simple: know the issue, know the decision makers, and deliver for the client.

Should the Village choose to reengage our firm, CCC would immediately meet with key Village staff, and develop a strategy for continued effective representation in Tallahassee. Our initial objective will be to educate ourselves on the Villages legislative issues and priorities, which will allow us to develop a strategic course of action to achieve your goals. From there on we will routinely evolve our plan to meet the Villages ever-changing needs. CCC's strategic lobbying plan will include a timeline, objectives, important dates, key legislators targeted for relationship building, and potential legislative sponsors for policy or appropriations bills. This strategic plan will provide the Village with an accountability roadmap to measure our legislative success.

Lobbying is a year-round activity and CCC's professionals know that a delay in lobbying government leaders on priority issues could spell defeat. Therefore, it is critically important to effectively message the Villages legislative issues to key policymakers early on while they are deciding their priorities and long before misinformation or other outside interests influence their decisions. As it relates to appropriations, the groundwork is completed well before the legislative session begins to ensure the Villages requests are known and understood as internal legislative priority funding lists are generated. We are confident that our team of consultants can provide the Village with the services defined in the RFP's **Scope of Services in Section 2 and Exhibit A.** We will work with the Village to develop a tailored advocacy strategy to meet its needs.

At CCC, we pride ourselves not only in being able to get a meeting with the right person, but in having a deep understanding of the subject matter. We are always well prepared for meetings with elected officials and staff. This gives our lobbyists the ability to communicate the client's objectives clearly and effectively when it is time to make the pitch for funding, project approval, or a legislative change.

It is also important to note that CCC is a bipartisan firm with a long history of supporting candidates in both political parties. Our lobbyists have held government positions on both sides of the aisle. This gives us the ability to bridge the gap and work across party lines to achieve our objectives and look out for the Villages best interest. At least one CCC consultant has an established relationship with every member of the Florida Legislature and Cabinet. This ensures we will be able to set meetings and provide timely access to decision makers, allowing the Village to use our relationships to its advantage when asking for funding or policy changes in Tallahassee.

At CCC, we believe that communication is the key to legislative success. CCC regularly communicates and consults with the Village Manager and the Village's designated Contract Manager on all assigned legislative and executive matters which impact the Village.

Considering that Florida's legislative session is limited to 60 days, it is not unusual for us to work with our clients well in advance to develop and refine legislative proposals or appropriations requests to a nearly finished product before any public filing of the proposal occurs. If reselected to represent the Village, CCC will utilize our strategic lobbying plan that includes, the following actions:

- In-person advocacy with key legislators and staff during Committee Weeks and Legislative Session on behalf of the Village;
- Attendance at all weekly team strategy meetings, legislative committee meetings, briefings, and hearings on behalf of the Village;
- Monitoring of legislation, tracking of agency policy changes, and following upcoming grants and funding opportunities;
- Coalition building with other similarly aligned entities and associations like the Florida League of Cities;
- Helping the Village interface with the Miami-Dade Legislative Delegation to develop support for legislative appropriations and policy requests;
- Brainstorming as to strategic members of the legislature to serve as advocates for our goals from both the Miami-Dade delegation and the general legislative membership;
- Executing all required House and Senate appropriations forms in consultation with the Village;
- Communicating frequently with our established points of contact about important dates, deadlines, funding opportunities, and any meetings CCC has on behalf of the Village;
- Utilizing information gathered from our initial meeting and subsequent conversations with the Village to identify additional funding opportunities that may be available through executive agency grant programs or other state initiatives; and
- Facilitating and coordinating strategic legislative and executive branch meetings for the Village Council and staff to present and advocate for the Village's legislative priorities.

At CCC, we use the LobbyTools software to track legislation and amendments through the legislative process. In addition to the tracking information provided through LobbyTools, CCC will also provide the Village with a end of week report containing a day-by-day recap of the week's committee meetings, budget action, and other announcements that would impact the Village.

Below, please find a example CCC weekly legislative update created on behalf of Miami-Dade County during the eighth week of the 2023 legislative session.

# Sample Report

2023 Legislative Session Report
Week Eight
Miami-Dade County

Mr. McCarty,

Below, please find updates on Capital City Consulting's assignments for the 2023 Legislative Session.

**Community Workforce Housing Program - SB 102** has been signed by Governor DeSantis.

**North Corridor of the Strategic Area Rapid Transit Plan** – No change on this item - CCC has spoken with FDOT leadership on the integration of the north corridor SMART plan into the larger FDOT intermodal paradigm. FDOT Central is aware of Miami-Dade Counties work on this plan and is working alongside FDOT district Six to keep the lines of communication open.

**Pardoning of Marijuana related offenses** – No change on this item - CCC had very early and high-level conversations with Executive Branch staff who work primarily in the law enforcement and justice silos; this priority is highly unlikely to gain traction.

**Bird Road septic-to-sewer conversion** – This project has not been funded.

**Schenley Park septic-to-sewer conversion** – This project has been fully funded at $2,000,000.00.

**Tropical Park Improvements** – This project has been funded by both chambers at $250,000.00.

**SB 1712 / HB 361 (Municipal Water and Sewer Utility Rates)** – This legislation is dead.

**SB 682 / HB 671 (Residential Building Permits)** – This legislation is dead.

**SB 248 (Public Records/Personal Identifying Information of Certain Victims)** – This legislation is in messages between the Senate and the House of Representatives.

**HB 1595 / SB 1588 (Law Enforcement Operations)** – HB 1595 has passed both chambers and is on its way to the Governor's desk.

**SB 154/ HB 1395 (Condominium and Cooperative Associations)** – SB 154 will pass the final week of session.

Week 8 was very successful, CCC worked alongside Miami-Dade County on keeping the living wage preemption legislation out of the Florida Senate. This legislation is dead for Session 2023.

Please do not hesitate to contact myself or my partner, Nick Iarossi, with any questions.

As always, we are so proud to represent Miami-Dade County and we look forward to a very successful legislative session.

- Jared Rosenstein and Nick Iarossi



## Proposed Annual Fee

CCC will provide the above-referenced professional services for an annual fee of $50,000 payable in equal monthly installments. This fee is all inclusive of travel and miscellaneous expenses.

If any additional work is required beyond the scope of the contract, CCC would propose a contract amendment agreed to by CCC and the Village, to our existing contract with the Village to reflect the updated scope and fee change.

*On behalf of Capital City Consulting, thank you for the opportunity to submit this proposal.*

# Tab G – Insurance and E-Verify

# CERTIFICATE OF LIABLITY INSURANCE FOR CAPITAL CITY CONSULTING, LLC.

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Tina Graham |
|---|---|
| Brown & Brown of Florida, Inc.<br>3520 Thomasville Rd., Ste. 500<br>Tallahassee FL 32309 | PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065<br>E-MAIL ADDRESS: Tina.Graham@bbrown.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Twin City Fire Insurance Company | 29459 |
| INSURER B : Zenith Insurance Company | 13269 |
| INSURER C : Continental Casualty Company | 20443 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED: Capital City Consulting, LLC, 124 W Jefferson St, Tallahassee FL 32301

COVERAGES — CERTIFICATE NUMBER: 23 - 24 Master — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 21SBAVL3409 | 09/12/2023 | 09/12/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | 21SBAVL3409 | 09/12/2023 | 09/12/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 21SBAVL3409 | 09/12/2023 | 09/12/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | Z127447309 | 10/25/2023 | 10/25/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liability | | | 6052148721 | 09/12/2023 | 09/12/2025 | Per Claim<br>Aggregate | $1,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employee Dishonesty Coverage $50,000 - Policy Number 21SBAVL3409
Cyber Liability Coverage $1,000,000 per Occurrence/ $2,000,000 Aggregate - Policy #H23NGP218952-00 / 9-12-2023 to 9-12-2024 (Houston Casualty Company)
Additional Insured applies to the General Liability as per Policy Form SS 00 08. Primary & Non-Contributory applies to the General Liability as per Policy Form SS 00 08. Waiver of Subrogation applies the General Liability as per Policy Form SS 00 08. Waiver of Subrogation applies the Worker's Compensation as per Policy Form WC 00 03.

Capital City Consulting LLC has advised they do not own any vehicles so there is no Owned Auto Coverage with our Agency.

CERTIFICATE HOLDER

The Village of Key Biscayne, Florida
88 West McIntyre Street
Key Biscayne FL 33149

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABLITY INSURANCE FOR SUBCONTRACTOR RUBIN TURNBULL & ASSOCIATES INC.

ACORD

RUBITUR-01 IBROOMFIELD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # BR-1796553<br>Acrisure Southeast Partners Insurance Services, LLC<br>1317 Citizens Blvd<br>Leesburg, FL 34748 | CONTACT NAME: Elizabeth Theofilopoulos-O'Brien<br>PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No):<br>E-MAIL ADDRESS: lobrien@acrisure.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| INSURED<br>Rubin Turnbull & Associates Inc<br>401 East Las Olas Blvd<br>Suite 130-447<br>Fort Lauderdale, FL 33301 | INSURER A : Ohio Security Insurance Company — 24082<br>INSURER B : Underwriters at Lloyd's, London (15792 IL) — 15792<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | | | BKS56130078 | 7/10/2024 | 7/10/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | | |
| | ANY AUTO | | | BKS56130078 | 7/10/2024 | 7/10/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Professional E&O | | | LL00139-05 | 1/25/2024 | 1/25/2025 | E&O | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Verification of Coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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# CCC E-Verify Affidavit

Professional State Lobbying Services – RFP # 2024-12

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Jill Higgins

Witness #2 Print Name: Alva Terho

Signed, sealed and delivered by:

Print Name: Jared Rosenstein

Title: Partner

Entity Name: Capital City Consulting LLC

### ACKNOWLEDGMENT

State of Florida

County of Leon

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2 day of July, 2024 by Jared Rosenstein (name of person) as Partner (type of authority) for Capital City Consulting (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

BREANNAH L. GOODSON
MY COMMISSION # HH 065591
EXPIRES: November 19, 2024
Bonded Thru Notary Public Underwriters

✓ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

CCC E-Verify CCC



An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

# My Company Profile

## Company Information

**Company Name**
Capital City Consulting

**Doing Business As (DBA) Name**
---

**Company ID**
1841743

**Enrollment Date**
Jun 04, 2022

**Employer Identification Number (EIN)**
010759013

**Unique Entity Identifier (UEI)**
---

**DUNS Number**
164600376

**Total Number of Employees**
20 to 99

**NAICS Code**
541

**Sector**
Professional, Scientific, and Technical Services

**Subsector**
Professional, Scientific, and Technical Services

Edit Company Information

CCC E-Verify CCC Cont.

## Employer Category

**Employer Category**

None of these categories apply

Edit Employer Category

## Company Addresses

**Physical Address**

124 W Jefferson Street
Tallahassee, FL 32301

**Mailing Address**

124 W Jefferson Street
Tallahassee, FL 32301

Edit Company Addresses

## Hiring Sites

**Number of Sites**

1

Edit Hiring Sites

## Company Access and MOU

**My Company is configured to:**

Verify Its Own Employees

**Memorandum of Understanding**

View Current MOU

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

# MEMORANDUM

DATE: August 27, 2024

TO: Honorable Mayor & Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Recommendation to Award for RFP No. 2024-02 – Village Holiday Decorations

## RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate an agreement with All Seasons Imports - The Christmas Palace, for the Village Holiday Decorations. The proposed agreement will be for an initial three (3) year term with two (2) optional one-year extensions in the sum not to exceed $ 108,225.00 annually.

## BACKGROUND

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services.

The Village issued an RFP on April 22, 2024. The RFP was posted to the Village's website and Notice Board, DemandStar, and Miami Herald.

The RFP allows potential vendors to submit their best proposal based on the scope of services for goods or services where pricing is not the primary factor. It allows the Village the opportunity to negotiate the best and final offer.

## SCOPE OF WORK

The Village intends to select a qualified vendor to provide Village of Key Biscayne holiday decoration services. The qualified vendor is to submit a proposal to provide a holiday tree and decor as identified herein the RFP as well as additional themed holiday decor elements the recommends adding to achieve a top-quality design. The Vendor shall provide all necessary labor, materials, and equipment to deliver, install, clean/refurbish, remove and transport all decorations to storage.

To qualify for award, prospective Proposers were required to:

A. Have a minimum of 5 years' experience.
B. Provide qualified staff and management team to manage and execute the program with extent access to available resources.
C. Be a licensed, permitted, certifications, and insured vendor/business in the State of Florida.
D. Demonstrate financial stability.

**EVALUATION AND RANKING PROCESS**

On May 28, 2024, five (5) proposals were received from the following firms:

| No. | Proposer | Years Experience | Price Inclusive of Option 3 and Alternate A. |
|---|---|---|---|
| 1. | All Seasons Imports - The Christmas Palace | 15 | $ 108,225.00 |
| 2. | AOM Events Miami-Los Angeles LLC. | 23 | $ 134,250.00 |
| 3. | Decor IQ Holiday and Event Services. | 12 | $ 156,047.23 |
| 4. | Rileighs Outdoor LLC. - Holiday Outdoor Decor – Christmas Designers Florida (incumbent) | 40 | $ 149,416.00 |
| 5. | South Florida Lighting LLC. - Miami Christmas Lights | 16 | $ 172,794.82 |

The Evaluation Committee comprised of the following individuals:

1. David Carreno, Parks/Athletics Program Manager
2. Gretchell Cano, Executive Assistant to the Village Manager
3. Jennifer Rodero, Chief of Staff
4. Mary Tague, VKB Resident
5. Todd Hofferberth, Parks Recreation and Open Space Director

Procurement performed a due diligence review of the proposals and found all proposals responsive, with no material defects in their proposals, nor in the Proposers' qualifications. Each Proposer is appropriately licensed and qualified to do the work, provide the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Proposers were incapable of performing the services.

The Evaluation Committee was provided the proposals and on July 8, 2024, conducted its first meeting to discuss, review, hear presentations, score, and/or rank the proposals. After discussion on each Proposer the committee members decided to narrow down the selection to the top two (2) Proposals - All Seasons Imports - The Christmas Palace and Rileighs Outdoor LLC. - Holiday Outdoor Decor - Christmas Designers Florida (the Village current incumbent).

The committee members proceed to score/rank the Proposers on the following:

a. Experience/Work Reference of Entity – 25 pts.
b. Experience/Qualifications/Work Reference of Personnel – 20 pts.
c. Service / Program Plan/Approach – 30 pts.

The committee members proceeded to score the Proposal in the following order:

| Committee Member | All Seasons Imports - The Christmas Palace | | Rileighs Outdoor LLC. - Holiday Outdoor Decor - Christmas Designers Florida | |
|---|---|---|---|---|
| | | | | |
| | Scores | | Scores | |
| David Carreno | 70 | | 61 | |
| Gretchell Cano | 70 | | 59 | |
| Jennifer Rodero | 69 | | 60 | |
| Mary Tague | 75 | | 60 | |
| Todd Hofferberth | 70 | | 57 | |
| Total | 354 | | 297 | |
| | | | | |
| | Scores | Rank | Scores | Rank |
| David Carreno | 95.00 | 1 | 74.90 | 2 |
| Gretchell Cano | 95.00 | 1 | 72.90 | 2 |
| Jennifer Rodero | 94.00 | 1 | 73.90 | 2 |
| Mary Tague | 100.00 | 1 | 73.90 | 2 |
| Todd Hofferberth | 95.00 | 1 | 70.90 | 2 |
| Total Scores and Ranking | 479.00 | 5 | 366.50 | 10 |
| **Final Ranking** | **1** | | **2** | |
| | **All Seasons Imports - The Christmas Palace** | | **Rileighs Outdoor LLC. - Holiday Outdoor Decor - Christmas Designers Florida** | |

Proposers was scored out of 500 points then ranked with no. 1 being most favorable in the following order:

1. All Seasons Imports - The Christmas Palace – 479.00 points
2. Rileighs Outdoor LLC. - Holiday Outdoor Decor - Christmas Designers Florida – 366.50 points

All Seasons Imports - The Christmas Palace was ranked no. 1 for the following reasons:

1. Proposal gave the Village access to its inventory of over 400 decorative items.
2. Provided the Village with better pricing and options.
3. Has working experience with other municipalities.

**VALUE ANALYSIS:**

The All Seasons Imports holiday décor proposal offers an enhanced decorative package by building upon the décor previously implemented, while also introducing additional elements in Paradise Park, on municipal buildings, and at the Village entrance. This proposal represents a savings of $19,992 compared to the incumbent's last agreement, and a savings of $29,607 compared to the incumbent's proposal without Alternative B. If the Council chooses to proceed with Alternative B in future years, the savings will increase to $66,487.

**RECOMMENDATION**

Therefore, it is recommended that the Village Council authorize the Village Manager to execute a contract, substantially in the form attached as Exhibit A, with the top ranked All Seasons Imports – Christmas Palace.

In the event an agreement cannot be reached with any of the top ranked Proposer, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with the next highest-ranked Proposers until an agreement can be reached.

Alternative B extends the lighting of coconut palms to include five additional medians south of those currently included in Alternative A. If the Village Council decides to proceed with Alternative B in the future, a capital improvement project would need to be approved in the prior fiscal year to install the necessary electrical infrastructure.



88 West McIntyre Street • Key Biscayne, Florida 33149 (305) 365-5511 • www.keybiscayne.fl.gov

MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING ALL SEASONS IMPORTS INC. D/B/A CHRISTMAS PALACE FOR VILLAGE HOLIDAY DECORATIONS PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-02 IN AN AMOUNT NOT TO EXCEED $108,225 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on April 22, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-02 (the "RFP") for Village Holiday Decorations (the "Services"); and

**WHEREAS,** the Village received five sealed proposals by the RFP submission deadline; and

**WHEREAS,** an Evaluation Committee appointed by the Village Manager ranked All Seasons Imports, Inc. d/b/a Christmas Palace (the "Contractor") as the highest ranked firm; and

**WHEREAS**, the Village Council desires to select the Contractor to provide the Services and authorize the Village Manager to negotiate and execute an agreement with the Contractor in substantially the form attached hereto as Exhibit "A" (the "Agreement"), in an amount not to exceed $108,255 annually; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Selection.** That the Village Council hereby selects the Contractor for the Services.

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A," in an amount not to exceed $108,225 annually, subject to the approval of the Village Attorney as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement that is in the best interest of the Village with the next highest ranked firm.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**SERVICES AGREEMENT**

**BETWEEN**

**THE VILLAGE OF KEY BISCAYNE**

**AND**

**ALL SEASONS IMPORTS INC. D/B/A CHRISTMAS PALACE**

**THIS AGREEMENT** (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **ALL SEASONS IMPORTS INC. D/B/A CHRISTMAS PALACE**, a Florida profit corporation (hereinafter, the "Contractor").

**WHEREAS,** on April 22, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-02 (the "RFP") for Village Holiday Decorations; and

**WHEREAS,** the Contractor submitted the proposal attached hereto as Exhibit "A" (the "Proposal") in response to the RFP; and

**WHEREAS,** on August 27, 2024, the Village Council adopted Resolution No. 2024-XX, selecting the Contractor as the highest ranked firm to provide the Services in an amount not to exceed $108,225.00 annually; and

**WHEREAS**, the Village desires to engage the Contractor to perform the Services and provide the Deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

1. **Scope of Services.**

   **1.1.** The Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

   **1.2.** Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   **2.1.** The term of this Agreement shall remain in effect from the Effective Date through three years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two additional one (1) year periods (each a "Renewal Term") on the same terms as set forth herein upon written notice to the Contractor.

**2.2.** Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

**3.1.** Contractor shall be compensated for the provision of the Services in an amount not to exceed $108,225.00 annually in accordance with the Proposal attached hereto as Exhibit "A

**3.2.** Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**3.3.** Contractor's invoices must contain the following information for prompt payment:

**3.3.1.** Name and address of the Contractor;

**3.3.2.** Purchase Order number;

**3.3.3.** Contract number;

**3.3.4.** Date of invoice;

**3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

**3.3.6.** Name and type of Services;

**3.3.7.** Timeframe covered by the invoice; and

**3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

**4. Subcontractors.**

**4.1.** The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

**4.2.** Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

**5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

**5.2.** Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities; Representations and Warranties.**

**6.1.** The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

**6.2.** The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Contractor represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**7.2.** The Contractor shall not be prohibited from representing or providing like services to persons or entities other than the Village so long as the Contractor shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

**7.3.** The Contractor shall not take on any client or matter that would jeopardize the Contractor's ability to devote the time, resources and efforts necessary to fulfill its obligations to the Village.

8. **Termination.**

**8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

**8.2.** Upon receipt of the Village's written notice of termination, Contractor shall immediately stop rendering Services unless directed otherwise by the Village Manager.

**8.3.** In the event of termination by the Village, the Village shall be obligated to compensate the Contractor only for the pro-rated monthly compensation incurred up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

**8.4.** The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

**9.1.** Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be

afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion,

sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

**12.1.** Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida, or, if in Federal Court, the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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 Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village's custodian of public records, Contractor shall provide the Village 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.

**16.4.** 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 Village.

**16.5.** 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 Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village'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.

**16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

**16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** **Notice Pursuant to 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

| | |
|---|---|
| **Custodian of Records:** | **Jocelyn B. Koch** |
| **Mailing address:** | **88 West McIntyre Street** |
| | **Key Biscayne, FL 33149** |
| **Telephone number:** | **305-365-5506** |
| **Email:** | **jkoch@keybiscayne.fl.gov** |

**17. Nonassignability, Non-Exclusivity.**

**17.1.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires. Specifically, the Village is relying upon Jim Davenport, who is designated by the Contractor as the primary point of contact and principal performer of the Services under this Agreement. In the event that the aforementioned individual can no longer perform the Services under this Agreement, this Agreement shall automatically terminate.

**17.2.** The Contractor hereby acknowledges that this Agreement is non-exclusive as to the Services being provided and generally any lobbying the Village may have done on its behalf. The Village reserves the right to hire one or more additional individuals and/or firms to represent its interests and otherwise provide lobbying consulting services. So as to maximize the benefit to the Village, the Village Manager and/or designee shall coordinate representation effort by multiple lobbying professionals.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This

Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

28. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

29. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.**

**SIGNATURE PAGE FOLLOWS.]**

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAYNE**

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

**Addresses for Notice:**
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

**With a copy to:**
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

**ALL SEASONS IMPORTS INC. D/B/A CHRISTMAS PALACE**

By: _____

Name: _____

Title: _____

Entity: _____

**Addresses for Notice:**
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

**With a copy to:**
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

**ACKNOWLEDGMENT**

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

## AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Print Name: _____
Title: _____
Entity Name: _____

### OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

## AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**EXHIBIT A**
**CONTRACTOR'S PROPOSAL**

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

# MEMORANDUM

DATE: August 27, 2024

TO: Honorable Mayor & Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Recommendation to Award for RFP No. 2024-13 – Village of Key Biscayne Youth Volleyball Program

## RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate an agreement with D'Alemberte Sol, DBA: Phoenix Sports, for the Village of Key Biscayne Youth Volleyball Program. The proposed agreement will be for an initial three (3) year term with two (2) optional one-year extensions.

## BACKGROUND

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services.

The Village issued an RFP on May 08, 2024. The RFP was posted to the Village's website and Notice Board, DemandStar and Miami Herald.

The RFP allows potential vendors to submit their best proposal based on the scope of services for goods or services where pricing is not the primary factor. It allows the Village the opportunity to negotiate the best and final offer

## SCOPE OF WORK

The Village intends to select a qualified firm to provide youth volleyball program management services. The qualified contractor is to submit a proposal to operate and manage a youth volleyball program. The contractor is expected to provide coaches and administrative staff, a detailed program plan, including, but not limited to, information as to the practices and game sessions, game schedules and times, court usage and any other pertinent information. The Village shall enter into a contractual agreement with the selected contractor and by submitting a response to this proposal the proposer agrees to be the contractor if awarded. The information in the RFP will be used by the Village to make its determination.

To qualify for award, prospective Proposers were required to:

A. Have a minimum of 3 years' experience.
B. Provide qualified staff and management team to manage and execute the program with extent access to available resources.
C. Be a licensed, permitted, certifications and insured vendor/business in the State of Florida.
D. Demonstrate financial stability.
E. Comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards.

## EVALUATION AND RANKING PROCESS

On June 11, 2024, two (2) proposals were received from the following firms:

| No. | Proposer | Years Experience | Average Resident Rate | Average Non-Resident Rate |
|---|---|---|---|---|
| 1. | D'Alemberte Sol, DBA: Phoenix Sports | 8 | $ 323.00 | $ 407.00 |
| 2. | Mariafe Volleyball LLC. (incumbent) | 15 | $ 342.00 | $ 427.00 |

The Evaluation Committee comprised of the following individuals:

1. Jimmy Ly, VKB Resident and Village Athletic Advisory Board (VAAB) member
2. Kenneth Coto, VKB Resident and Village Athletic Advisory Board (VAAB) member
3. Mariana Dominguez-Hardi, VKB Resident and Sr. Executive Assistant to PW and BZP Director
4. Richard Perez, Executive Assistant to Parks and Recreation Director
5. Todd Hofferberth, Parks Recreation and Open Space Director

Procurement performed a due diligence review of the proposals and found all proposals responsive, with no material defects in their proposals, nor in the Proposers' qualifications. Each Proposer is appropriately licensed and qualified to do the work, provide the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Proposers were incapable of performing the services.

The Evaluation Committee was provided the proposals and on July 18, 2024, conducted its first meeting to discuss, review, hear presentations, score, and/or rank the proposals. After discussion on each Proposer the committee members proceeded to score. Once the technical scores were finalized, the pricing scores for each vendor were added and a ranking was established as follows:

| Committee Member | D'Alemberte Sol, DBA: Phoenix Sports | | Mariafe Volleyball LLC. | | | |
|---|---|---|---|---|---|---|
| | SCORES PRIOR TO FINANCIALS | | | | | |
| | Scores | | Scores | | Scores | |
| Richard Perez | 53 | | 55 | | | |
| Kenneth Coto | 62 | | 50 | | | |
| Jimmy Ly | 68 | | 55 | | | |
| Mariana Dominguez-Hardie | 75 | | 63 | | | |
| Todd Hofferberth | 61 | | 64 | | | |
| Total | 319 | | 287 | | | |
| | SCORES AND RANKING WITH FINANCIAL | | | | | |
| | Scores | Rank | Scores | Rank | Scores | Rank |
| Richard Perez | 77.00 | 1 | 73.70 | 2 | | |
| Kenneth Coto | 86.00 | 1 | 68.70 | 2 | | |



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MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."

| | | | | | | |
|---|---|---|---|---|---|---|
| Jimmy Ly | 92.00 | 1 | 73.70 | 2 | | |
| Mariana Dominguez-Hardie | 99.00 | 1 | 81.70 | 2 | | |
| Todd Hofferberth | 83.50 | 1 | 48.50 | 2 | | |
| Total Scores and Ranking | 439.00 | 5 | 380.50 | 10 | | |
| **Final Ranking** | **1** | | **2** | | | |
| | **D'Alemberte Sol, DBA: Phoenix Sports** | | **Mariafe Volleyball LLC.** | | | |

Proposers was scored out of 500 points then ranked with no. 1 being most favorable in the following order:

1. D'Alemberte Sol, DBA: Phoenix Sports – 439 points
2. Mariafe Volleyball LLC. – 380.50 points

D'Alemberte Sol, DBA: Phoenix Sports was ranked no. 1 for the following reasons:

1. Proposal gave the Village the ability to grow and add additional groups or clubs to the program.
2. Provided the Village with better rates.
3. Has working experience with other municipalities.
4. Received 4 of the 5 references was returned scoring very satisfied/exceeded expectations.

**VALUE ANALYSIS:**

The Evaluation Committee highest ranked firm, D'Alemberte Sol, DBA: Phoenix Sports, also provided residents with a lower registration fee.

**RECOMMENDATION**

Therefore, it is recommended that the Village Council authorize the Village Manager to execute a contract, substantially in the form attached as Exhibit A, with the top ranked proposer D'Alemberte Sol, DBA: Phoenix Sports.

In the event an agreement cannot be reached with any of the top ranked Proposer, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with the next highest-ranked Proposers until an agreement can be reached.



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**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING D'ALEMBERTE SOL, INC. D/B/A PHOENIX SPORTS FOR THE VILLAGE'S YOUTH VOLLEYBALL PROGRAM PURSUANT TO REQUEST FOR PROPOSAL NO. 2024-13; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on May 8, 2024, the Village of Key Biscayne (the "Village") issued Request for Proposal No. 2024-13 (the "RFP") for management of the Village's Youth Volleyball Program (the "Services"); and

**WHEREAS,** the Village received two (2) sealed proposals by the RFP submission deadline; and

**WHEREAS,** in July 2024, an Evaluation Committee appointed by the Village Manager ranked D'Alemberte Sol, Inc. d/b/a Phoenix Sports Proposal (the "Contractor") as the highest ranked firm; and

**WHEREAS**, the Village Council desires to select the Contractor to provide the Services and authorize the Village Manager to negotiate and execute an agreement (the "Agreement") with the Contractor in substantially the form attached hereto as Exhibit "A"; and

**WHEREAS,** the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Selection.** That the Village Council hereby selects the Contractor for the Services.

**Section 3.** **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement that is in the best interest of the Village with the next highest ranked firm.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE VILLAGE OF KEY BISCAYNE**

**AND**

**D'ALEMBERTE SOL, INC. D/B/A PHOENIX SPORTS**

**THIS AGREEMENT** (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **D'ALEMBERTE SOL, INC. D/B/A PHOENIX SPORTS**, a Florida Profit Corporation (hereinafter, the "Consultant").

**WHEREAS**, the Village is in need of management services for the Village's Youth Volleyball Program, as set forth in the Scope of Services attached hereto as Exhibit "A" (the "Services," as further defined below); and

**WHEREAS**, on May 8, 2024, the Village issued Request for Proposal No. 2024-13 (the "RFP") for the Services; and

**WHEREAS**, in response to the RFP, the Consultant submitted a proposal to perform the Services on behalf of the Village, as set forth in the Consultant's Proposal attached hereto as Exhibit "B" (the "Proposal"); and

**WHEREAS**, on [DATE], the Village approved Resolution No. 2024-xx, awarding a contract to the Consultant for the Services; and

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon registration fees to be charged to participants for the Services and a related revenue sharing plan, all as set forth in greater detail in the Registration Fee Schedule attached hereto as Exhibit "C"; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

**1.1.** Consultant shall provide the Services set forth in the Scope of Services attached hereto as Exhibit "A," the Proposal attached hereto as Exhibit "B," and the RFP, which are incorporated herein by reference (collectively, the "Services"). The Consultant, its officials, agents, employees, subcontractors, volunteers, and/or other individuals engaged in providing the Services shall also obtain and maintain SafeSport Certification.

**1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

**2. Term/Commencement Date.**

**2.1.** The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

**2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

**3.1.** Compensation for Services provided by Consultant shall be in accordance with the Registration Fee Schedule attached hereto as Exhibit "B." Specifically, the Village and the Consultant shall share in the revenues collected from participants receiving the Services pursuant to the Registration Fee Schedule as follows:

**3.1.1. Base Registration Fees.** The Consultant shall retain 90% of Base Registration Fees and remit the remaining 10% of Base Registration Fees to the Village.

**3.1.2. Non-Resident Surcharge Fees**. The Consultant shall remit 100% of Non-Resident Surcharge Fees to the Village.

The Village's revenue share of Base Registration Fees and all Non-Resident Surcharge Fees collected by the Consultant shall be remitted to the Village by the 15th of each month. Notwithstanding the foregoing, after the second year of the term of this Agreement, the Village may increase the percentage share of the Base Registration Fees due to the Village to assist the Village in the maintenance and repair of the athletic fields used for the Services.

**3.2.** The Consultant shall deliver an invoice to Village no more often than once per month detailing any as-needed Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**3.3.** Contractor's invoices must contain the following information for prompt payment:

**3.3.1.** Name and address of the Consultant;

**3.3.2.** Purchase Order number;

**3.3.3.** Contract number;

**3.3.4.** Date of invoice;

**3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

**3.3.6.** Name and type of Services;

**3.3.7.** Timeframe covered by the invoice; and

**3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

**4. Subconsultants.**

**4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

**4.2.** Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

**5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

**5.2.** Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

**6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

**6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the

Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**8. Termination.**

**8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

**8.3.** In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

**9.1.1.** Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property

Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary

basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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 Agreement, and following completion of the Agreement until the records are transferred to the Village.

**16.3.** Upon request from the Village's custodian of public records, Consultant shall provide the Village 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.

**16.4.** 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 Village.

**16.5.** 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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

| | |
|---|---|
| **Custodian of Records:** | **Jocelyn B. Koch** |
| **Mailing address:** | **88 West McIntyre Street** |
| | **Key Biscayne, FL 33149** |
| **Telephone number:** | **305-365-5506** |
| **Email:** | **jkoch@keybiscayne.fl.gov** |

**17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

**20.1. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**20.2. Release of Liability, Hold Harmless & Indemnification Agreement, & Photo Release.** Consultant shall require its employees and all participants receiving the Services to execute a copy of the Village Release of Liability, Hold Harmless & Indemnification Agreement, & Photo Release form, attached hereto as Exhibit "D."

**20.3. Background Checks.** Prior to the execution of this Agreement, the Consultant must undergo a Level II/Vechs screening and background check for the Consultant, its officials, agents, employees, subcontractors, volunteers, or other individuals engaged in providing the Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant must ensure that such additional individual(s) undergo a Level II/Vechs screening and background check prior to such individual commencing such Services. It shall be in the Village's complete and sole discretion as to whether the type of check and the results are acceptable pursuant to and in accordance with the Village's policies. Failure to comply with the provisions of this Section shall be grounds for terminating this Agreement for cause.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

    **26.1.** First Priority: Base Agreement;

    **26.2.** Second Priority: RFP No. 2024-13;

    **26.3.** Third Priority: Exhibit "A," the Scope of Services;

    **26.4.** Fourth Priority: Exhibit "C," Registration Fee Schedule;

    **26.5.** Fifth Priority: Exhibit "D," Release of Liability, Hold Harmless & Indemnification Agreement, & Photo Release; and

    **26.6.** Sixth Priority: Exhibit "B," Consultant Proposal.

27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

28. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

29. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.**
**Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAYNE**

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

**Addresses for Notice:**
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

**With a copy to:**
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

**CONSULTANT**

By: _____

Name: _____

Title: _____

Entity: _____

**Addresses for Notice:**

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

**With a copy to:**

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

## ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT ATTESTING TO**
**NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**EXHIBIT "A"**
**SCOPE OF SERVICES**

**EXHIBIT "B"**
**CONSULTANT PROPOSAL**

## EXHIBIT "C"
## REGISTRATION FEE SCHEDULE

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s). The Consultant shall charge registrants that are Village residents and/or students of the Maritime and Science Technology Academy ("Residents") the Base Registration Fee listed below for the corresponding Agreement year. The Consultant shall charge all individuals that are not Residents ("Non-Residents") the Base Registration Fee and the Non-Resident Surcharge for the corresponding program listed below. The registration fees shall include Consultant's profit margin and cover all overhead including, but not limited to, the cost of all labor, equipment, kits, supervision, maintenance, fuel, delivery costs, travel time, per diem, and any other miscellaneous expenses. Consultant shall not charge participants any fees other than those listed below.

### Key Biscayne Youth Volleyball Program Registration Fee Schedule

| | Monthly Base Registration Fee | Monthly Non-Resident Surcharge |
|---|---|---|
| Year One | $310.00 per participant | $62.00 per participant |
| Year Two | $315.00 per participant | $63.00 per participant |
| Year Three | $320.00 per participant | $64.00 per participant |
| Option Year One | $320.00 per participant | $64.00 per participant |
| Option Year Two | $320.00 per participant | $64.00 per participant |

# EXHIBIT "D"
# RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION AGREEMENT, & PHOTO RELEASE

This Release of Liability, Hold Harmless and Indemnification Agreement, and Photo Release ("Agreement") is executed by the below-named person, individually or as the parent and/or legal guardian (the "Guardian") of the below-named minor child, (in either case, the "Participant"), in favor of the Village of Key Biscayne (the "Village"), Florida, and its elected/appointed officials, directors, employees, officers, and agents. The Participant is participating in recreational activities and programming sponsored/hosted by the Village's Parks and Recreation Department. The Participant, and if the Participant is a minor, the Guardian on behalf of Participant, acknowledges and agrees that:

1. Participant is willingly and voluntarily participating in the Village's recreational activities and programming with knowledge of the dangers involved. Participant acknowledges that participation in these activities may involve risk to Participant's personal safety and carries with it the potential for injury, death, and property loss. Participant understands that the Village makes no guarantees that the Village's recreational activities and programming are free of hazards, including by way of example and not limitation, those associated with terrain, facilities, equipment, weather, Participant's personal health, or the actions of others, and makes no guarantee ensuring Participant's personal safety. Participant hereby agrees to expressly assume and accept any and all risks of injury, illness, or death which in any way arise out of such recreational activities and programming.

2. Participant hereby assumes all of the risks of participating in all activities sponsored by the Village or visiting Village facilities, including, but not limited to, risks that are both known and unknown, human and environmental, even if such risks arise from Participant's own negligence or the negligence of the Village or the negligence of others.

3. Participant understands that participating in the Village's recreational activities and programming is voluntary and that the Participant is not required to participate. Participant agrees to abide by the Village's safety policies and procedures, criteria and requirements in addition to all safety instructions and directions provided by Village personnel during recreational activities and programming.

4. Participant, for himself/herself and on behalf of his/her beneficiaries, heirs, assigns, personal representatives, and next of kin hereby releases and holds harmless and covenants to defend and indemnify the Village with respect to any and all injury, illness, disability, death, loss or damage to Participant or Participant's property arising out of or in any way connected to Participant's participation in Village activities or programming or visiting Village facilities, whether resulting from Participant's negligent act or omission or the act or omission of any other person or any act or omission of the Village, including, but not limited to the negligent acts or omissions of the Village.

5. Participant declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent participation in Village's recreational activities and programming. Participant hereby acknowledges that it is recommended that a physician's approval be obtained in advance of participation in an exercise/fitness activity or in the use of exercise equipment and machinery. Participant also acknowledges that it is recommended that Participant have a yearly or more frequent physical examination and consultation with Participant's physician as to physical activity, exercise, and use of exercise and training equipment so that Participant might have recommendations concerning these fitness activities and equipment use. Participant acknowledges that Participant has either had a physical examination or has been given a physician's permission to participate, or that Participant has decided to participate without the approval of Participant's physician, and does hereby assume all responsibility for Participant's participation in Village programming and activities.

6. In case of emergency, the Village is authorized to seek medical treatment and transportation for Participant from such physicians, hospitals and ambulance services as may be chosen by Village in its reasonable discretion (note: the physician(s), hospital(s), and ambulance service(s) selected by the Village may not be the Participant's preference). Participant acknowledges that the Village has no obligation to seek such treatment or transportation. Participant hereby consents to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the Program. Participant understands that Participant is responsible for furnishing health insurance in case of injury or illness and accepts full financial responsibility for payment of any and all medical services. Participant hereby releases and forever discharges the Village from any claim whatsoever that

arises or may arise on account of any first aid, treatment or service rendered to Participant in connection with the Village, its Parks and Recreation Department, and related programing and activities.

7. Participant also acknowledges that the Village and its contractors, partners and/or sponsors may use photographs, video or film for educational, informational or promotional purposes, and Participant hereby grants the Village and its contractors, partners and sponsors permission to include images of Participant or Participant's likeness for any purpose with no compensation or liability.

8. Participant agrees to defend, indemnify , and hold the Village harmless from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the Village arising out of, or by reason of, or resulting from the activities and programming contemplated by this Agreement, and from and against any and all resulting losses, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the activities contemplated herein, regardless of Village's negligence or the negligence of Village's agents, servants or employees.

9. Participant understands that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Florida and agrees that if any clause or provision of this Release and Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release and Waiver.

## NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN THOUGH THE VILLAGE USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE VILLAGE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE VILLAGE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THIS RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND PHOTO RELEASE, AND I SIGN THIS FORM ON MY OWN FREE WILL.**

Participant's Name (Print) _____

Participant's Signature _____ Date _____
(or, if Participant is a Minor Child, Signature of Parent or Legal Guardian)

Parent or Legal Guardian's Name (if Participant is a Minor Child) _____

Address _____

Village _____ State _____ Zip _____

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Edward London**
**Brett G. Moss**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

THROUGH: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Village Building Zoning and Planning Director

RE: 300 Harbor Court: Regulatory Variance

## APPLICATION SUMMARY

## EXPLANATION AND ANALYSIS

| | |
|---|---|
| **Applicant** | Sandra A. Block |
| **Request** | Approving a variance request to waive the required 10-foot front carport setback and the required 10-foot side setback. |
| **Site Address** | 300 Harbor Court |
| **Master Plan** | Medium Density Single Family Residential |
| **Zoning District** | VR – Village Residential |
| **File Number(s)** | RV-DRY24-00026<br>RV-DRY24-00032 |
| **Recommendation** | Denial |

**The Request:** The Key Biscayne Zoning and Land Development Regulations (the "Code") requires all carports in single family provide a minimum 10-foot

front and side setback. The applicant requests the Village Council approve a waiver to the required carport front setback and side setbacks pursuant to the Code.

**Variance Evaluation Criteria:** The Village's Zoning Ordinance (the "Code) provides for the granting of variances subject to a finding that the petition meets the following criteria:

**Criteria 1** Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

**Analysis** The subject Property is a single-family home within the Tropical Isle Homes 4th Addition Subdivision that was built in 1964. The applicant proposes to build a carport to the existing home along the south side of the lot fronting Harbor Court.

Current zoning regulations under Section 30-100(f)(17) of the Code require that any carport in a single-family home comply with the minimum setback requirement of 10 feet from any front property line and at least 10 feet from an interior side property line.

The proposed carport would be 5'-0" from the side property line. The carport would be 2'-0" from the front property line. The carport location is a 50% reduction in the required side setback and an 80% reduction in the required front setback.

The 50% and 80% setback reductions negatively affect the appearance of the community. The carport structure is of substantial height and will likely feel imposing from both the side and front of the property due to the close proximity to the property lines.

In conclusion, the variance request does not maintain the basic intent and purpose of the Zoning and Land Development Regulations

**Finding** Inconsistent

**Criteria 2** Is compatible with the surrounding land uses and would not be detrimental to the community.

**Analysis** The property is within the Medium Density Single Family Residential land use category, which is intended to allow for the use of single family, detached homes on lots of at least 7,500 square feet of net area. The area is defined by the structures, but also defined by the open and green space between structures and between the structures and the right-of-way.

The existing home sits on an 8,406-square foot lot, which is larger than the

minimum lot size requirement. The lot size and configuration of the home allows a carport to be situated in a manner that meets the minimum setback requirements. The proposed carport will not be complimentary to the overall appearance of the community. The parking use and paved driveway area is consistent with the allowable uses within this land use category. However, the covered parking structure interferes with tree canopy, imposes on the neighboring property, and imposes upon the street. Thus, the structure with the reduced setbacks is incompatible with the surrounding land uses and would have a negative impact on the community.

**Finding** Inconsistent

## BACKGROUND

The Variance process is in place to allow action outside regulations to overcome certain limitations placed by the zoning code. There are three types of Variances that may be granted under these Regulations.

1. **Supervisory Variance** is for approval of work already completed and may be approved by the BZP director for minor variations (typically 10%) of a limited set of standards.

2. **Administrative Variance** is for approval of work already completed and must receive the approval of the Director before being ruled upon by Village Council for variations up to 20% for building and setback standards.

3. **Regulatory Variances** is for approval of proposed or existing work, does not require approval of the Director but must be approved by the Village Council for variations from the building and setback standards by any percent request.

## RECOMMENDATION

Based on the Findings and relevant background information, I recommend denial of the request since this application does not meet the requirements of the Village's Variance procedures as stated under Section 30-63 of the Village Code.

**RESOLUTION NO. 2024-_____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST TO ALLOW CONSTRUCTION OF A CARPORT WITH A TWO FOOT FRONT SETBACK AND A FIVE FOOT SIDE SETBACK WHERE A TEN FOOT FRONT AND SIDE SETBACK IS REQUIRED ON PROPERTY LOCATED AT 300 HARBOR COURT; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Sandra Ashton Pimentel ("Applicant") is the owner of 300 Harbor Court, Key Biscayne, Florida, as more fully described in the legal description attached hereto as Exhibit "A" (the "Property"); and

**WHEREAS,** pursuant to Section 30-63 of the Village Code of Ordinances ("Village Code"), the Applicant has submitted a Planning and Zoning Application seeking a regulatory variance from the provisions of Section 30-100(f)(17) to allow construction of a carport with a two foot front setback and a five foot side setback where a ten foot front and side setback is required on the Property ("Variance"); and

**WHEREAS,** after reviewing the Variance request, Village Staff finds that the Variance would be inconsistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends denial of the Variance; and

**WHEREAS,** after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1.** **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.** **Findings.** The Village Council finds that the Applicant has met the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that the Variance will (a) result in conditions that maintain and are consistent with the intent and purpose of the Village Code, and protect and maintain the general welfare, stability, and appearance of the community; and (b) be compatible with the surrounding land uses and will not be detrimental to the community.

**Section 3.** **Approval of Variance.** The Village Council, based upon competent substantial evidence in the record, hereby approves the Applicant's Variance request to allow construction of a carport with a two foot front setback and a five foot side setback where a ten foot front and side setback is required on the Property pursuant to Section 30-100(f)(17) of the Village Code.

**Section 4.** **Recording.** This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

**Section 5.** **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2024.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Exhibit "A"

LEGAL DESCRIPTION

LOT 20, BLOCK 31, FOURTH ADDITION TO TROPICAL ISLE HOMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 53, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

*Village Council*
**Joe I. Rasco,** *Mayor*
**Allison McCormick,** *Vice Mayor*
**Franklin H. Caplan**
**Brett G. Moss**
**Edward London**
**Oscar Sardiñas**
**Fernando A. Vazquez**

*Village Manager*
**Steven C. Williamson**

**MEMORANDUM**

DATE: August 27, 2024

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Manager's Report

## 1. CIP Monthly Report

a) Reference Exhibit A

## 2. Art in Public Places Update

a) Kicking off maintenance work on the Bedia Plazas and Drain sculpture in the Village Green in August and September. Contract for $143,140 for Terrazzo repair and rehabilitation for plazas between 13 and 15 years old as well as minor repairs to the 8-year-old sundial sculpture in the Village Green playground.

b) Defining scope of work for the maintenance of the Monaco Fountain and Plaza at Paradise Park which will include restoration of the tile artwork and an upgrade of the plaza to better accommodate special events. Intend to upgrade to automotive-grade pavers and provide drainage for the plaza.

## 3. Building Department Customer Survey Update

a) Phase 1 captures past customers' experiences and feedback.
   i) Plan Review & Permitting Process Customer Service Survey was distributed to four thousand (4,000) BZP customers via email on 8/16/2024.
   ii) As of Wednesday, 8/21/2024, we have received nineteen (19) responses.

b) Phase 2 will include the following:
   i) Second distribution of survey, emailing past BZP customers (scheduled for second week of September).
   ii) Adding survey link to all BZP staff emails for ongoing feedback.
   iii) Adding an automated survey email via ACCELA, prompted by the closure of permit

c) Review Phase 1 survey results after September 30, 2024; consider keeping survey open

as a customer service tool.

d) Provide update at October Council Meeting

## 4. Proposed Federal and State Legislative Agenda

a) Reference Exhibit B

## 5. Children Safety Policy – Code of Conduct and Vetting Stats

a) Code of Conduct – Reference Exhibit C

a. VECHS & SafeSport Vetting Stats

8/20/2024

| Position Type | Quantity | Level 1 Background | VECHS Level 2 Background Check | Safesport Certification |
|---|---|---|---|---|
| Full-Time Staff | 14 | 14 | 14 | 14 |
| Part-Time Staff | 50 | 43 | 50 | 50 |
| Contracted/Programming Personnel | 77 | 66 | 71 | 53 |
| Permitees/Licensees | 45 | 23 | 40 | 38 |
| Soccer | 36 | | 36 | *0 |
| **Flag Football | 5 | | 5 | 1 |
| **Rugby | 0 | | 0 | 0 |
| **Field Hockey | 14 | | 12 | 11 |
| **Volleyball | 10 | | 7 | 2 |

*Florida Youth Soccer Association requires all of the coaches to the SafeSports program as part of their coaching certification process.
**These athletics programs have yet to start. Parks Director is onboarding coaches and volunteers that will assist with the programs to ensure they complete the required backgroud check and attain Safesport Certification.

## 6. Stormwater Quality Pilot Project

a. Reference Exhibit D

# EXHIBIT A

## VKB FY24 Capital Improvement Program

8/14/2024

| Project Status | | | |
|---|---|---|---|
| Complete | On Target | Issues | Problems |

| Total Active Projects |
|---|
| 32 |

| Not Started | Planning/ Monitoring | Procurement | Design | Permitting | Construction | Complete |
|---|---|---|---|---|---|---|
| 2 | 5 | 5 | 7 | 2 | 1 | 10 |

| | | PHASE | SCHEDULE | | | BUDGET | | | | | FY2024 | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PRI | Project | Project Phase | ESD | ASD | ECD | FY24 Budget | FY24 Spent | FY24 Encumbered | FY24 Remaining | Percent Spent/ Encumbered | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov |
| 1 | Formulate and Promote Reseilient Infrastructure & Adaptation | Planning | | Jul-22 | Sep-24 | $ 1,530,194 | $ (1,275,590) | $ (230,127) | $ 24,477 | 98% | | | | | | | | | | | | | | |
| 1 | Design Zone 1 (K-8) Resilient Infrastructure and Adaptation | Design | | Aug-22 | Apr-25 | $ 5,078,606 | $ (1,063,203) | $ (4,014,235) | $ 1,169 | 100% | | | | | | | | | | | | | | |
| 1 | Install Turf on St. Agnes Field | Design | | May-24 | Jan-25 | $ 1,700,000 | | | $ 1,700,000 | 0% | | | | | | | | | | | | | | |
| 1 | Conduct USACE Beach and Back Bay Feasibility Study | Planning | | Dec-23 | Oct-26 | $ 750,000 | | | $ 750,000 | 0% | | | | | | | | | | | | | | |
| 1 | Replace Key Biscayne Fire Rescue Vehicles #1 & #2 | Procurement | | Aug-23 | Aug-25 | $ 1,200,000 | | $ (1,172,382) | $ 27,618 | 98% | | | | | | | | | | | | | | |
| 2 | Monitor Beach and Dunes (FY24 Renourishment Year 1) | Monitoring | | Jun-23 | Sep-24 | $ 200,000 | $ (83,246) | $ (41,465) | $ 75,288 | 62% | | | | | | | | | | | | | | |
| 2 | Install Security Cameras at Beach Access Paths and Two LPRs | Permitting | | Aug-23 | Oct-24 | $ 98,000 | | $ (98,000) | $ - | 100% | | | | | | | | | | | | | | |
| 2 | Design Garden District Drainage Improvements | Design | | Oct-23 | Jun-25 | $ 3,052,520 | | | $ 3,052,520 | 0% | | | | | | | | | | | | | | |
| 2 | Install Access Control System for Village Hall | Construction | | Dec-24 | Sep-24 | $ 150,000 | | $ (150,000) | $ - | 100% | | | | | | | | | | | | | | |
| 2 | Reconstruct Harbor and Fernwood Traffic Circle | Not Started | Oct-24 | | Jun-25 | $ 250,000 | | | $ 250,000 | 0% | | | | | | | | | | | | | | |
| 2 | Purchase Village Fleet Vehicles (FY23 / FY24 ) | Procurement | | Oct-21 | Sep-24 | $ 462,218 | $ (103,712) | $ (358,506) | $ - | 100% | | | | | | | | | | | | | | |
| 2 | Modify Council Chambers for Community Theater | Procurement | | Jun-24 | Dec-24 | $ 236,400 | | | $ 236,400 | 0% | | | | | | | | | | | | | | |
| 3 | Install Stormwater Pump Station Back-up Generators | Design | | Oct-23 | Dec-25 | $ 523,176 | | $ (419,109) | $ 104,067 | 80% | | | | | | | | | | | | | | |
| 3 | Replace Under 5 Playground (Phase 1) | Design | | Jan-24 | Apr-25 | $ 200,000 | | | $ 200,000 | 0% | | | | | | | | | | | | | | |
| 3 | Rehab Public Art | Design | | Dec-23 | Oct-24 | $ 147,871 | $ (4,730) | | $ 143,141 | 3% | | | | | | | | | | | | | | |
| 3 | Improve Beach Park Phase 1 | Procurement | | Sep-22 | Jun-25 | $ 1,110,654 | $ (12,872) | $ (18,145) | $ 1,079,637 | 3% | | | | | | | | | | | | | | |
| 3 | Renovate Fire Station Women's Locker Room | Permitting | | Dec-22 | Oct-24 | $ 118,000 | $ (19,800) | $ (98,090) | $ 110 | 100% | | | | | | | | | | | | | | |
| 3 | Repair Community Center Roof | Not Started | | Jul-24 | Oct-24 | $ 50,000 | | | $ 50,000 | 0% | | | | | | | | | | | | | | |
| 4 | Procure Fire Department High Water Vehicle | Procurement | | May-24 | Jan-25 | $ 95,000 | | $ (81,993) | $ 13,007 | 86% | | | | | | | | | | | | | | |
| 4 | Test Stormwater Water Quality Improvement Technologies | Monitoring | | Oct-22 | Oct-24 | $ 134,578 | $ (25,426) | $ (57,831) | $ 51,322 | 62% | | | | | | | | | | | | | | |
| 4 | Design Renovation for Building Department Customer Service | Design | | Dec-23 | Feb-25 | $ 384,743 | $ (44,238) | $ (23,763) | $ 316,743 | 18% | | | | | | | | | | | | | | |
| 5 | Improve Key Biscayne K8 Athletic Facilities | Planning | | Jul-24 | Sep-25 | $ 75,000 | | | $ 75,000 | | | | | | | | | | | | | | | |
| 3 | Replace St. Agnes Lighting | Complete | | Jul-22 | Jul-24 | $ 273,900 | | $ (115,116) | $ 158,784 | 42% | | | | | | | | | | | | | | |
| 1 | Repair Council Chamber Elevator | Complete | | Apr-24 | Jun-24 | $ 18,500 | | | $ 18,500 | 0% | | | | | | | | | | | | | | |
| 3 | Replace Telehandler Forklift | Complete | | Oct-23 | Sep-24 | $ 130,000 | $ (128,000) | $ - | $ 2,000 | 98% | | | | | | | | | | | | | | |
| 3 | Develop Crandon Blvd Multi-modal Safety Study and Design | Complete | | Jan-23 | Apr-24 | $ 132,590 | $ (132,590) | $ - | $ - | 100% | | | | | | | | | | | | | | |
| 1 | Renourish Beach and Dunes | Complete | | Nov-22 | Apr-24 | $ 3,282,837 | $ (2,906,535) | $ (75,091) | $ 301,211 | 91% | | | | | | | | | | | | | | |
| 2 | Perform Immediate Flood Control & Mitigation (Areas A, B, C, & | Complete | | Aug-22 | Feb-24 | $ 775,000 | $ (675,608) | $ - | $ 99,392 | 87% | | | | | | | | | | | | | | |
| 5 | Update Village Hall Wayfinding Signage | Complete | | Jun-23 | Feb-24 | $ 75,000 | $ (70,237) | $ - | $ 4,763 | 94% | | | | | | | | | | | | | | |
| 2 | Paint Bicycle Lanes on Crandon Blvd | Complete | | Feb-22 | Jan-24 | $ 59,113 | $ (59,113) | | $ - | 100% | | | | | | | | | | | | | | |
| 1 | Improve Crandon Blvd & Harbor Drive Intersection | Complete | | Jan-22 | Feb-24 | $ 613,000 | $ (318,038) | $ (173,476) | $ 121,486 | 80% | | | | | | | | | | | | | | |
| 3 | Replace Basketball System in Community Center Gym | Complete | | Jul-23 | Jan-24 | $ 40,000 | $ (37,397) | | $ 2,603 | 93% | | | | | | | | | | | | | | |
| | | | | | | **$ 22,946,900** | **$ (6,960,333)** | **$ (7,127,329)** | **$ 8,859,238** | | | | | | | | | | | | | | | |

# FY24-25 LEGISLATIVE & PARTNER AGENDA

♦ August 27, 2024 ♦

**FY25 Federal Level [Lobbyists: Jim Davenport, Thorn Run Partner]:**

- **Beach and Back-Bay Coastal Storm Risk Management Feasibility Study:** Request an additional $400,000 in the FY25 USACE Work Plan for Army Civil Works.
- **Key Biscayne K-8 Community School Resilient Infrastructure Construction:** Request $5,000,000 ($2,000,000 – approved by committee) to complement Village's investment in the Key Biscayne K-8 Community School flood reduction construction project [Interior & Environment Sub-Committee]
- **Submerged Off-shore Breakwater System:** Request $750,000 to fund a feasibility study for an oceanside offshore barrier reef system [Commerce, Justice & Science Sub-Committee]

**FY26 Federal Level [Lobbyists: Jim Davenport, Thorn Run Partner]:**

**Appropriations:**

- Shoreline Protection
  - Continued progress with the US Army Corps of Engineers Coastal Storm Risk Management Feasability Study
  - If appropriations are approved for the submerged offshore breakwater system, ensure continued progress and seek partnerships for the feasibility study
- Flood Protection
- Utility Hardening and Reliability
- Public Safety Communications Systems

**Grants:**

- Pursue eligible funding in the Infrastructure Investment & Jobs Act, Inflation Reduction Act and similar infrastructure grant programs
- Evaluate potential of taking part in the Environmental Protection Agencies Water Infrastructure Finance and Innovation Act (WIFIA) low interest loan program
- Applied for and Awaiting Response:
  - Hazard Mitigation Grant Program (Hurricane Ian): Pump Station in Zone 1 | $8.4M ask | Spring/Summer 2025
  - Hazard Mitigation Grant Program (Hurricane Nicole): Pump Station in Zone 1 | $8.4M ask | Spring/Summer 2025
  - Hazard Mitigation Grant Program (Hurricane Idalia): Zone 1 Outfall Construction | $1.1M ask | Spring/Summer 2025
- Plan to Apply for:
  - EPA Community Grant: Zone 1 Planning/Program Management/Design | $500K | November 21, 2024

**FY 25-26 State Level [Lobbyists: Erica Chanti, Rubin ♦ Turnbull Associates; Jared Rosenstein, Capital City Consulting]:**

**Appropriations:**

- Flood reduction
- Shoreline protection
- Water quality
- Utility hardening and resilience
- Mitigation: Evacuation route and critical infrastructure
  - Rickenbacker Causeway-Crandon Bvld corridor traffic data collection & analysis
  - Pump station hardening and back-up power
- Seniors programming
- Public safety communications systems

**Legislation:**

- Motorized Scooters & Electric Bicycles Regulation and Enforcement (§ 316.2065, 316.2128)
  - Regulate by type, location, and AGE
  - Create new category – Electric-Powered Micro-Mobility Devices
- Key Biscayne Unique Zoning Considerations

**Programs:**

- Resilience and Coastal Protection:
  - Beach Management Funding Assistance Program
    - Fully fund or increase program funding
    - Village benefits:
      - Beach renourishment
      - Offshore barrier reef
  - Resilient Florida
    - Fully fund or increase program funding
    - Village benefits:
      - Completed vulnerability assessment
      - Design and construction for Village's Resilient Infrastructure & Adaptation Program
- Water Restoration Assistance:
  - Clean Water State Revolving Fund
    - Fully fund or increase program funding
    - Village benefits: Design and construction for stormwater portion of Village's Resilient Infrastructure & Adaptation Program
  - FDEP Water Quality Improvement
    - Fully fund or increase program funding

    - Village benefits: Design and construction for stormwater treatment systems for Village's Resilient Infrastructure & Adaptation Program
- Florida's Coral Reef Restoration and Recovery Initiative (Exec Order 23-06) – Wes Brooks
- FDEM Coral Reef Shoreline Mitigation & Protection – Laura Dhuwe

**Grants:**

- Applied for and Awaiting Response:
    - FDEP Water Quality Improvement Grant Program: Zone 1 Water Quality Treatment in Pump Station | $3.5M ask | Spring 2025
    - FDEP Florida Recreation Development Assistance Program: Under 5 Playground | $112.5K, total project cost $200K | Grant agreement in place
    - FDEM Hazard Mitigation Grant Program (Ian and Nicole): Zone 1 Pump Station | $8M, total project cost: $10.76M | TBD
    - FDEM Hazard Mitigation Grant Program (Idalia): Zone 1 Outfalls | $1.1M, total project cost: $1.4M | TBD
- Plan to Apply for:
    - FDEP Resilient Florida Implementation Grant: Zone 1 Outfalls and Pump Station | $8.5M ask, $17M total project cost | September 1, 2024
    - FDEP Florida Recreation Development Assistance Program: Over 5 Playground | $250K, total project cost: $500K | Due August/September 2025
    - FDEP Florida Coastal Partnership Initiative: Commodore Club South Beach Access Path | $60K, total project cost: $120K | Due September 2024
    - FDEP Land and Water Conservation Fund Program: Project not yet identified | Due January 2025
    - FDEP Recreational Trails Program: Project not yet identified | Due March 1, 2025

**Top Items of Interest:**

- Legislation affecting County and Village home rule powers
- Shoreline protection and beach renourishment
- Coastal environmental protection
- Sea-level rise
- Sargassum
- Flooding and stormwater
- Water quality
- Electrical utility undergrounding and reliability
- Property and flood insurance
- Condominium association management, regulation and safety

# EXHIBIT C

**VILLAGE OF KEY BISCAYNE PARKS RECREATION AND OPEN SPACES**

**CODE OF CONDUCT**

As a measure of prevention, setting clear expectations, and its commitment to safety and protection of minors, the Village of Key Biscayne Parks Recreation and Open Spaces department (PROS) implements a Code of Conduct to be agreed to and signed by all PROS personnel, volunteers, and personnel from other organizations engaging with minors through the PROS department programs and activities.

The public and private conduct of staff, volunteers, and personnel from other organizations, acting on behalf of the PROS department can inspire and motivate those with whom they interact, or can cause great harm if inappropriate. We must always be aware of the critical responsibilities that accompany our work.

We should be aware of our own and other persons' vulnerability, especially when working with minors, and be particularly aware that we are responsible for maintaining physical, emotional, and sexual boundaries in such interactions. We must avoid any public or private sexual behaviors with those for whom we have responsibility. This includes but is not limited to any suggestive or seductive sexual speech or gestures, as well as physical contact that discomfits, exploits, abuses, or harasses. We are to provide safe environments for minors at all PROS programs and activities.

We must show prudent discretion before having any physical contact with another person, especially minors, and be aware of how physical touch will be perceived or received, and whether it would be an appropriate expression of greeting, care, concern, or celebration. PROS personnel, volunteers, and personnel from other organizations engaging with minors through the PROS and its programs and activities, are prohibited, at all times, from physically disciplining a child.

Physical contact with minors can be misconstrued both by the recipient and by those who observe it and should occur only when completely nonsexual and otherwise appropriate under the circumstances, and never in private. One-on-one meetings with minors are best held in a public area (i.e., in a location where the interaction is or can be observed; or in a

room with the door left open, and another staff member or supervisor is notified about the meeting.

Pursuant to the Protecting Youth Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (S. 534). https://www.congress.gov/bill/115th-congress/senate-bill/534

*Individuals who are permitted to interact with youth participants must report ANY suspected child abuse to the proper authorities, including sexual abuse, within 24 hours of receiving the allegation. All adult individuals are mandated to report any suspected child abuse regardless of the circumstances in which they received the information.*

We must intervene when there is evidence of, or there is reasonable cause to suspect, that minors are being abused in any way. Suspected abuse or neglect must be reported to the appropriate PROS administration and/or Police.

*Individuals who, acting in good faith, make a report or otherwise provide information or assistance in connection with a report, investigation, or legal intervention shall be immune from civil and criminal liability arising out of such actions. (per the Protecting Youth Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (S. 534)).*
*https://www.congress.gov/bill/115th-congress/senate-bill/534*

Staff, volunteers, and personnel from other organizations engaging with minors through the PROS and its programs and activities, shall always refrain from the illegal possession and/or illegal use of drugs and/or alcohol, and from the use of tobacco products, alcohol and/or drugs when working with minors. Adults should never buy alcohol, drugs, cigarettes, videos, or reading material that is inappropriate and give it to young people. Staff members, volunteers, and personnel from other organizations engaging with minors through the PROS and its programs and activities are prohibited from accepting gifts from or giving gifts to minors.

Communication with minors is governed by the key safety concept of transparency. The following steps will reduce the risk of private or otherwise inappropriate communication between PROS department staff, volunteers, personnel from other organizations engaging with minors through the PROS department and its programs and activities, and minors:

- Communication between PROS department staff, volunteers, and personnel from other organizations engaging with minors through the PROS department and its programs and activities, and minors, that is outside the role of the professional or volunteer relationship (coach, host, etc.) is prohibited.
- Where possible, email exchanges between a minor and a person acting on behalf of the PROS department are to be made using a Village of Key Biscayne email address.

## VILLAGE OF KEY BISCAYNE PARKS RECREATION AND OPEN SPACES

## CODE OF CONDUCT FOR SIGNATURE

I promise to strictly follow the rules and guidelines in this Code of Conduct as a condition of my providing services to the minors participating in PROS programs and activities.

**I will:**

- Treat everyone with respect, patience, integrity, courtesy, dignity, and consideration.
- Use positive reinforcement rather than criticism, competition, or comparison when working with minors.
- Never be alone with minors at PROS programs and activities without another adult being present or notified.
- Always maintain appropriate physical boundaries and touch minors – when necessary – only in ways that are appropriate, public, and non-sexual.
- Comply with the mandatory reporting regulations of the PROS department related to suspicious or inappropriate activity involving a minor.
- Cooperate fully in any investigation of abuse of minors.

**I will not:**

- Touch or speak to a child in a sexual or other inappropriate manner.
- Inflict any physical or emotional abuse such as striking, spanking, shaking, slapping, humiliating, ridiculing, threatening, or degrading minors.
- Smoke or use tobacco products, or possess, or be under the influence of alcohol or illegal drugs at any time while working with minors.
- Give a child who is not my own a ride home alone.
- Accept gifts from or give gifts to minors.
- Engage in private communications with minors via text messaging, email, Facebook, Instagram or similar forms of electronic or social media except for programs and activities strictly involving PROS department business.
- Use profanity in the presence of minors at any time.

I understand that as a person working with and/or providing services to minors under the auspices of the PROS department, I am subject to a criminal history background check. My signature confirms that I have read this Code of Conduct and that as a person working with minors, I agree to follow these standards. I understand that any action inconsistent with this Code of Conduct or failure to act mandated by this Code of Conduct may result in disciplinary action up to and including termination or being banned from involvement with PROS programs and activities

Signature/Date: _____ Print Name: _____

- Electronic communication that takes place over a Village network or platform may be subject to periodic monitoring and sunshine law.
- Staff, volunteers, and personnel from other organizations engaging with minors through the PROS department and its programs and activities, who use any form of online communications including social media (Facebook, Instagram, etc.) and text messaging to communicate with minors may only do so for PROS programs and activities.
- Communications of all volunteers, and personnel from other organizations engaging with minors through PROS department and its programs and activities may be subject to public records law.
- Use of Snap Chat (or any similar app that automatically deletes the content of a communication) to communicate with youth participants is prohibited.

All Staff, volunteers, contractors, licensees/permit holders and personnel from other organizations, acting on behalf of the PROS department are required to self-report, within 48 hours to PROS administration, any arrests and final disposition of such arrest. Individuals failing to report such occurrences to PROS administration will be subject to termination or banned from involvement with PROS programs and activities.

# EXHIBIT D

**STORMWATER SUSTAINABILITY PILOT PROJECT**

**Village of Key Biscayne, Florida**

**DEP AGREEMENT NO. C2105**

**DRAFT Final Project Report**

**June 30, 2024**

This report was funded under the Biscayne Bay Water Quality Improvement Grant through a grant agreement from the Florida Department of Environmental Protection's (DEP) Office of Resilience and Coastal 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.

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## 1. EXECUTIVE SUMMARY

Biscayne Bay, located in Miami-Dade County, Florida, is showing signs of poor water quality and habitat degradation resulting from polluted stormwater related inflows to the bay from a highly urbanized watershed. Significant attention is being given to the various sources of pollution such as contaminants that are transported by stormwater and solutions to reduce or eliminate these contaminants. The Stormwater Sustainability Pilot Project funded by the Florida Department of Environmental Protection is an initiative to demonstrate the effectiveness and benefits of capturing stormwater run-off pollutants at the source before they reach the bay using two different technological approaches. The Village of Key Biscayne has initiated a Village-wide upgrade of its stormwater system and intends to incorporate stormwater treatment technologies as appropriate to improve the stormwater quality and reduce potentially harmful impacts to the bay. As such, it is important to field test some technologies before including them in the redesign of the system to quantify the environmental and operational effectiveness of a given treatment solution.

The project consisted of field testing two Best Management Practice (BMP) technologies, including the installation and monitoring of AbTech Inc. Ultra-Urban® Filters (UUFs), SOP Technologies under-grate Basket Filter units, and SOP Technologies Curb Inlet Filters within the K-8 Community School stormwater basin. The Village anticipated that the innovative filters and screens would maximize pollutant capture with minimal maintenance and no flow disruption during peak rain events. Through the capture of pollutants at the source rather than at a later stage of the drainage process, the filtration practice would provide a high level of treatment early on and minimize impacts from peak rain events, while decreasing the impact debris and associated pollutants have on Biscayne Bay.

The project tested how effective different versions of the filters are at preventing both dissolved constituents and solid debris from entering the drainage system and ultimately Biscayne Bay. Curb filters and basket filters at the street and catch basin drain level facilitated debris removal and prevented dissolved constituents, sediments, debris and litter from entering the K-8 elementary school portion of the stormwater drainage system. The three main benefits of the AbTech Industries and SOP Technologies stormwater filters that were tested are: 1) Pollution Prevention: With less debris entering stormwater

systems, less nutrients and pollutants are discharged to waterways or introduced into groundwater; 2) Cost Savings: Debris is removed during standard street cleaning; 3) Flood Prevention: With less debris entering catch basins and the drainage system, there is a reduction in potential flood risks and duration of floods.

## 2. INTRODUCTION

The Village of Key Biscayne ("Village" or VKB), is a highly urbanized municipality located in Miami-Dade County, on the southeast coast of Florida (Figure 1). The Village encompasses 850 acres and is characterized by terrain topography that is predominantly flat and low lying in relation to sea level. The elevations of the roadways are approximately 3.5 feet to nearly 6 feet above mean sea level (MSL) which only provides a buffer of 2 to 4 feet above the average high tide elevations. Due to its close proximity to Biscayne Bay and the Atlantic Ocean, the Village's stormwater management system is completely influenced by tidal waters, which presents a significant discharge challenge for the Village's stormwater disposal system. Currently, the Village faces significant street inundation during typical rain events making effective drainage an even bigger concern (Figures 2a and 2b).

The street inundation is further aggravated when it occurs during the fall months (September, October, November) when the south Florida region experiences King Tides, making gravity drainage even less effective. In addition, the Village faces the added challenge of discharging stormwater into Biscayne Bay which is classified as an Outstanding Florida Water and is designated as an aquatic preserve. Biscayne Bay as a receiving water has been showing signs of habitat degradation for decades and significant attention is being given to the various sources of pollution such as contaminants that are transported by stormwater and the negative impact these discharges are having on the bay. The Village is Florida's southernmost barrier island and is currently susceptible to the documented sea level rise south Florida is experiencing and the effects of climate change that is resulting in rain events that are of shorter duration but higher intensity (commonly referred to as rain bombs).

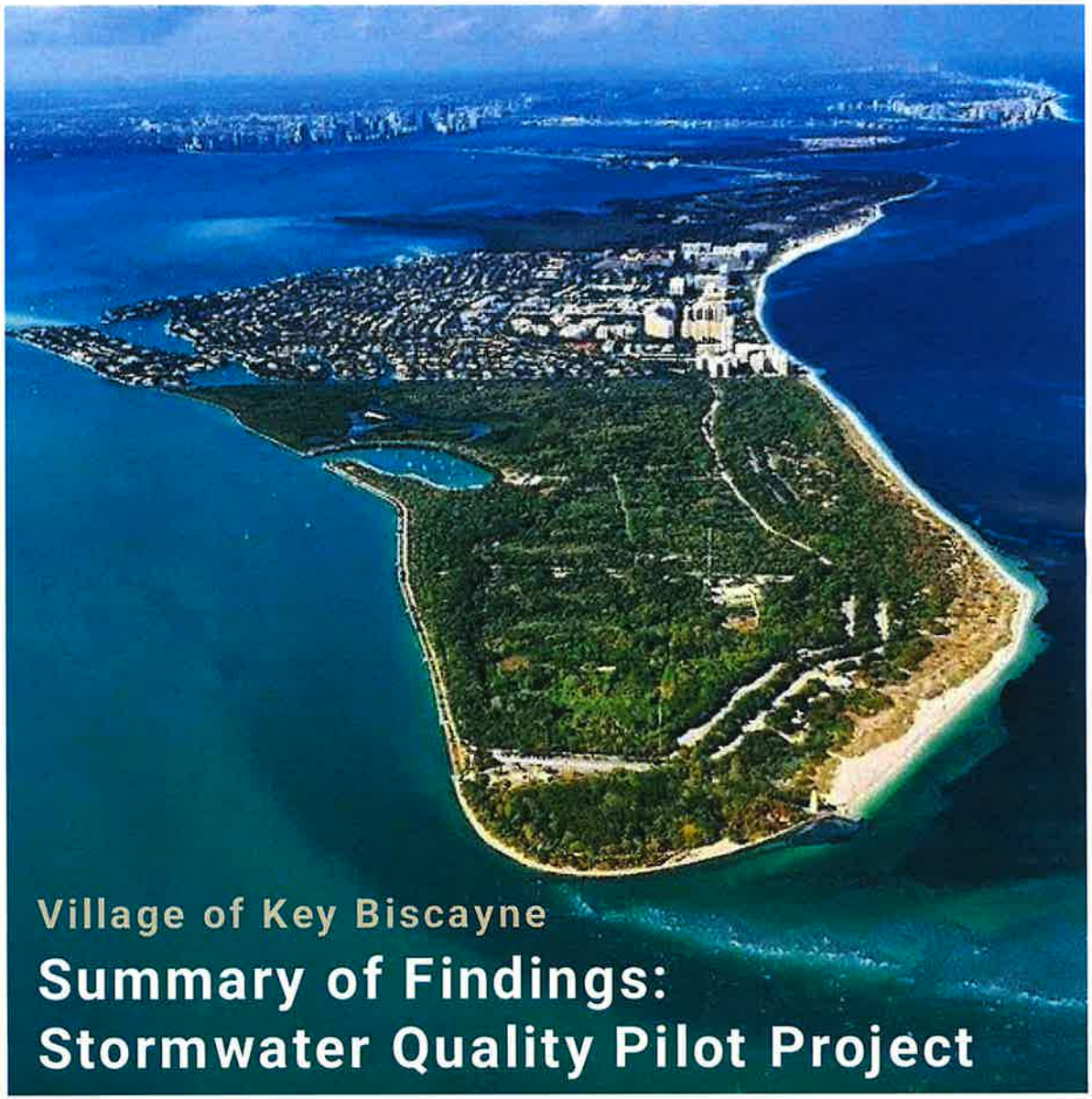
The Village operates and maintains a stormwater management system which includes over 17 miles of storm sewer pipes, over 1,100 drainage structures including catch basins and manholes, 39 gravity drainage wells, 20 outfalls, and 2 stormwater pump stations, which discharge into gravity wells. 29 of the 39 wells are connected into the Village's stormwater drainage system. The 20 outfalls connect into a network that consists of swales, inlets, gravity drainage wells, and exfiltration trenches. The Village's stormwater drainage system has developed over the past 50 years and is an antiquated and inefficient system that has reached its design life and can no longer drain effectively against the changed boundary conditions that exist presently. Moreover, while the Village, as a co-permittee) does meet the requirements of the Miami-Dade County National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit, the current system provides minimal treatment of the stormwater prior to discharge to Biscayne Bay.

In the face of the stormwater related street inundation aggravated by sea level rise and climate change and given the water quality risks to Biscayne Bay, the Village has initiated a comprehensive resilient infrastructure program. At its core, the program is implementing a village wide reconstruction of the stormwater drainage system. The new system will consist of reconfigured roadways and swales to improve water conveyance, new inlets and catch basins, interconnected and upsized main trunk lines and lateral pipelines, a network of pump stations connected to force mains and outfalls to reduce flooding, and in line Best Management Practice (BMP) treatment trains to improve water discharge quality. The overall stormwater system upgrade will be effectuated incrementally by dividing the service area into 8 different zones and prioritizing the design and construction of the new system starting with the most flood prone and low-lying area surrounding the K-8 community school. This drainage area is referred to as Zone 1 of

Special Presentation to Council

August 27, 2024

ELEVATING OUR ISLAND PARADISE



Village of Key Biscayne

# Summary of Findings: Stormwater Quality Pilot Project

# Stormwater Quality Pilot Project Grant
# Florida Department of Environmental Protection

## GRANT OBJECTIVES

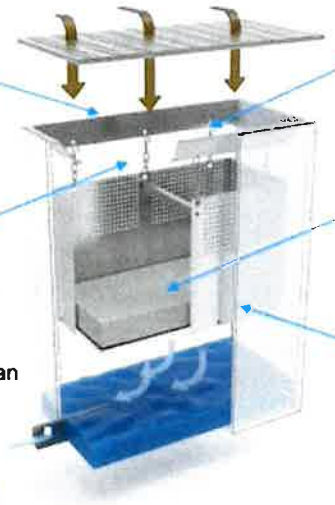
1. Test Efficacy of Drain Specific Filtration Approach
2. Characterize the Type and Amounts of Pollutants Captured by Filters
3. Evaluate the operations and Maintenance Implications (Balance Cost and Time)
4. Evaluate if this Filtration Approach as a First line Treatment Approach Impede Existing Drainage

# Two Different Filtration Technologies Tested

## AbTech Industries Ultra Urban Filter (UUF)

**Mounting collar:**
A customizable stainless-steel collar for mounting to catch basin frame

**Hook and chain:**
Mounting system to secure UUF to collar and allow for easy installation and removal.



**Smart Sponge® :** Advanced purification media

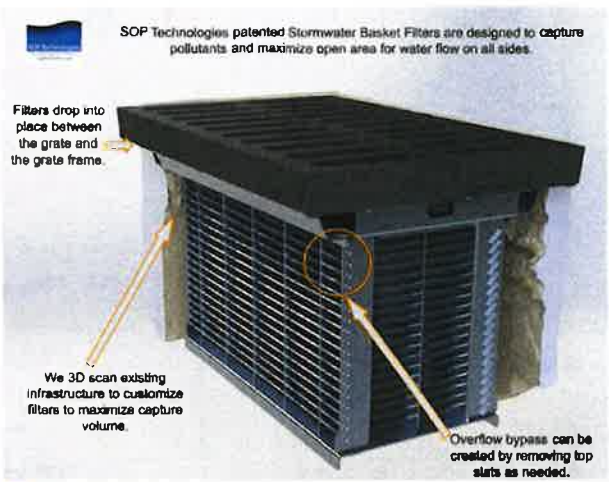
**Over - flow:**
Designed to allow for by-pass flow during extreme rain events, without washing out captured contaminants. Greater than 10 times treatment flows.

**Maintenance:**
Simple clean out and removal for inspection by lifting catch basin grate. Install or removal in under 5 minutes. No special equipment required.

Water Boards

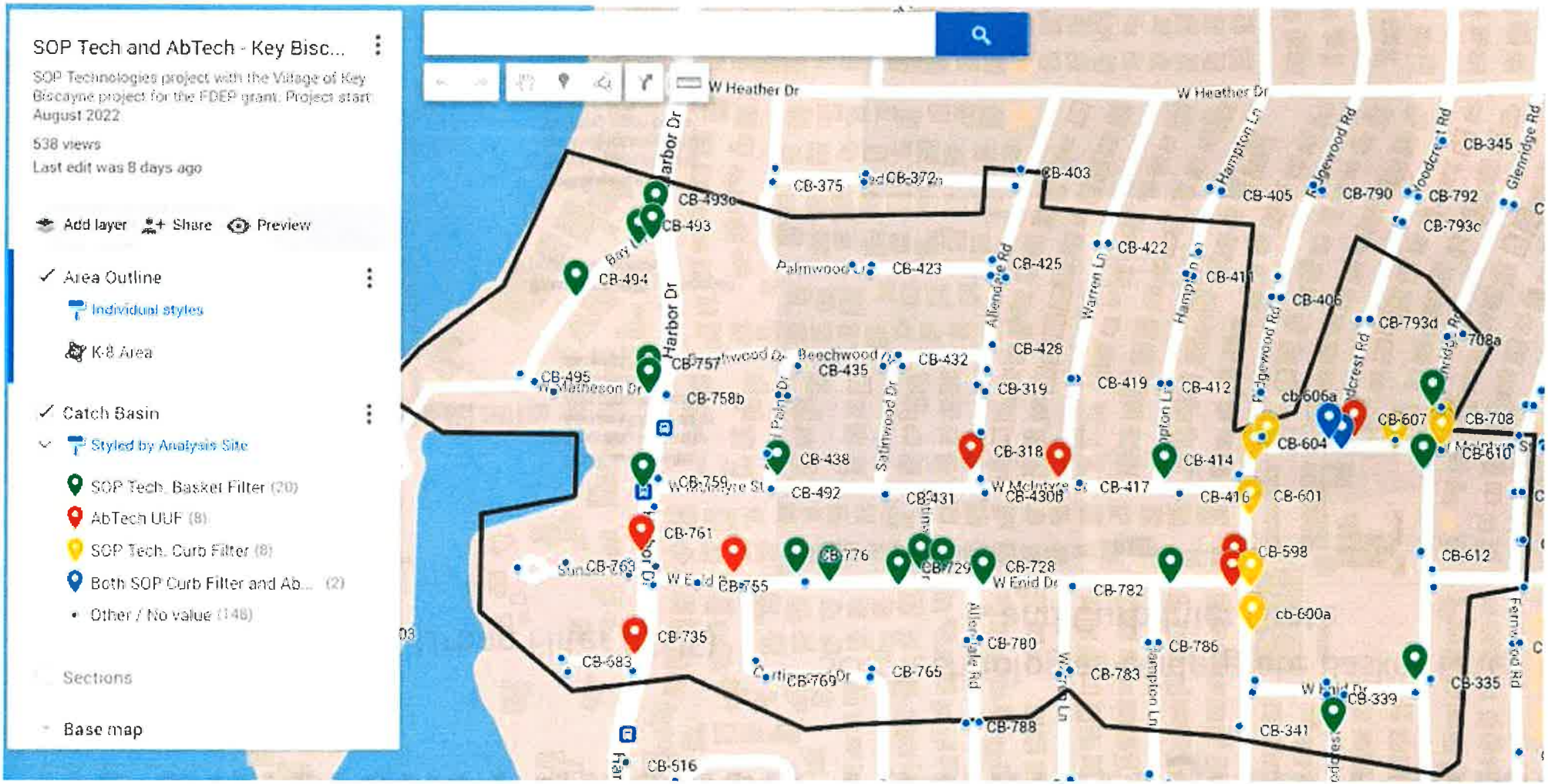
## SOP Technologies Undergrate Basket Filter and Curb Inlet Grate








# Study Area: Zone 1 (K-8 Community School Drainage Area)





# Typical Installation of SOP Technology

## Undergrate Basket Filter

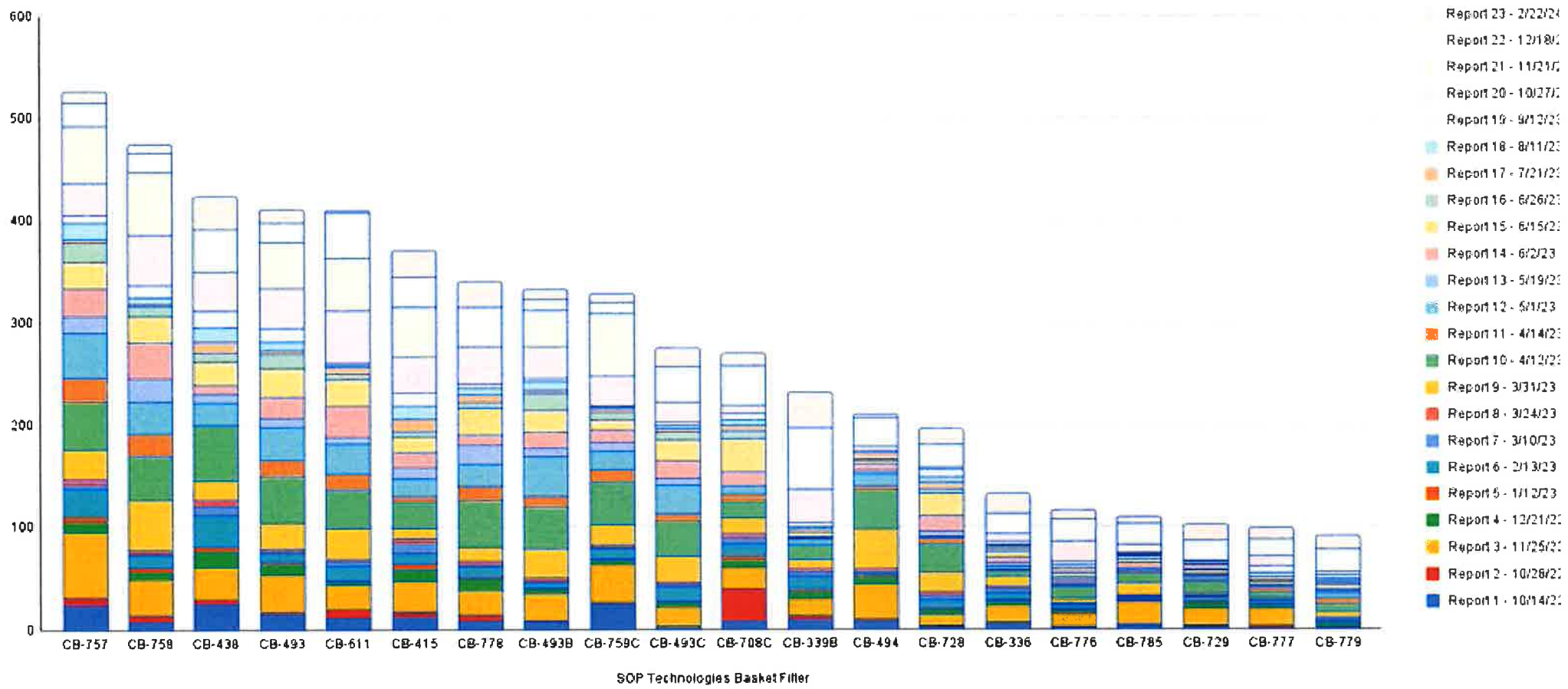
Variable Debris Accumulation depending on location







# Significant Debris Accumulation depending on location




# Cumulative weight of solids capture for the SOP Basket Filters (16-month record October 2022 to February 2024)

# Frequency of sediment or soil runoff per SOP Technologies Basket Filter

| Basket Filter | Latitude | Longitude | Total Solids (lbs) | Instances of High Sediment |
|---|---|---|---|---|
| CB-415 | -80.1682 | 25.6909 | 370 | 11 |
| CB-438 | -80.1715 | 25.69092 | 423 | 9 |
| CB-493C | -80.1725 | 25.69288 | 274 | 8 |
| CB-493B | -80.1725 | 25.69271 | 332 | 7 |
| CB-757 | -80.1725 | 25.69164 | 525 | 7 |
| CB-778 | -80.1703 | 25.69021 | 339 | 7 |
| CB-708C | -80.166 | 25.69146 | 269 | 6 |
| CB-493 | -80.1726 | 25.69267 | 410 | 4 |
| CB-494 | -80.1731 | 25.69227 | 209 | 4 |
| CB-758 | -80.1725 | 25.69154 | 474 | 4 |
| CB-776 | -80.1713 | 25.69018 | 114 | 4 |
| CB-729 | -80.1704 | 25.69009 | 100 | 3 |
| CB-777 | -80.171 | 25.69012 | 97 | 3 |
| CB-779 | -80.1701 | 25.69018 | 89 | 3 |
| CB-336 | -80.1661 | 25.68939 | 130 | 2 |
| CB-611 | -80.166 | 25.69098 | 409 | 2 |
| CB-339B | -80.1668 | 25.68898 | 230 | 1 |
| CB-728 | -80.1697 | 25.69009 | 195 | 1 |
| CB-759C | -80.1726 | 25.69083 | 328 | 1 |
| CB-785 | -80.1682 | 25.69011 | 108 | 1 |




# Spatial distribution of the greatest weight of solids capture for the SOP Technologies Basket Filters (16-month record October 2022 to February 2024)

# Pilot – Visuals of August UUF Cleanout











# CB-318b – Visuals of August Cleanout – 13.3 Lb. Leaves and Sediment

# CB-608 Visuals of November UUF Cleanout





40.2 lbs of Sediment



# UUF REMOVAL EFFICIENY OF STORMWATER RUN-OFF - ANALYTICAL SUMMARY

| Sample Location | 7/29/23 | | | | |
|---|---|---|---|---|---|
| UUF Catch Basin Number | Nitrogen, NO2 plus NO3 | Phosphorus, Total (as P) | Total Nitrogen | Total Solids | Total Volatile Solids |
| | % | % | % | % | NA |
| CB 318B | NA | 90% | 24% | 90% | NA |
| CB 780 | 5% | NA | 45% | 88% | NA |

| Sample Location | 9/11/23 | | | | |
|---|---|---|---|---|---|
| UUF Catch Basin Number | Nitrogen, NO2 plus NO3 | Phosphorus, Total (as P) | Total Nitrogen | Total Solids | Total Volatile Solids |
| | (mg/l) | (mg/l) | (mg/l) | (mg/l) | % |
| CB 318B | 3% | 25% | 20% | -50% | NA |
| CB 780 | 3% | 85% | 35% | 15% | NA |
| Catch Basin Run-off | | | | | |
| Avearge % | 4% | 67% | 31% | 36% | NA |

## UUF REMOVAL EFFICIENY OF STORMWATER RUN-OFF - ANALYTICAL SUMMARY

| Sample Location | 7/29/24 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| UUF Catch Basin Number | Aluminum | Cobalt | Copper | Iron | Manganese | Nickel | Silver | Zinc | Arsenic | Cadmium | Chromium | Lead |
| | % | % | % | % | % | % | % | % | % | % | % | % |
| CB 318B | 90% | ND | 75% | 99% | NA | NA | NA | 58% | ND | ND | ND | 66% |
| CB 780 | 80% | ND | 85% | 85% | NA | NA | NA | 50% | ND | ND | ND | 50% |

| Sample Location | 9/11/23 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| UUF Catch Basin Number | Aluminum | Cobalt | Copper | Iron | Manganese | Nickel | Silver | Zinc | Arsenic | Cadmium | Chromium | Lead |
| | % | % | % | % | % | % | % | % | % | % | % | % |
| CB 318B | 85% | ND | 60% | 85% | NA | NA | NA | 55% | ND | ND | ND | 88% |
| CB 780 | 95% | ND | 45% | 96% | NA | NA | NA | 55% | ND | ND | ND | 80% |

| Catch Basin Run-off | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Average | % | 88% | NA | 66% | 91% | NA | NA | NA | 55% | NA | NA | NA | 71% |

# AbTech Industries Ultra Urban Filer tend to have higher removal efficiency for METALS vs. Nutrients

# MAJOR FINDINGS

- Both technologies are effective and capturing solid organic matter and sediments
- AbTech UUF more effective for metals removal than nutrients
- AbTech UUF not well suited for drains that receive high sediment load
- SOP and AbTech filters *did require frequent emptying* to remove accumulated material but did not appear to impede flow
- Both filters better suited to deployment in pipes that are not surcharged
- Maybe a cost-effective way to help meet County Impervious Surfaces Ordinance for new system