

Amendment to the Village of Palmetto Bay – Resilience Action Plan Contract (“Agreement”) entered as of the 30th day of January 2025, by and between the Village of Palmetto Bay, Florida (“Village”) and WSP USA Inc. (“Company”)

WHEREAS, the initial Agreement was made and entered into as of June 16th, 2023 with WSP USA Environment and Infrastructure, Inc., now known as WSP USA Inc. Exhibit “A”.

WHEREAS, the Agreement price is One Hundred Forty-Seven Thousand Five Dollars and Zero Cents (\$147,005.00);


WHEREAS, this Amendment is to increase the Agreement price to One Hundred Seventy-Three Thousand Three Hundred Five Dollars and Zero Cents (\$173,305.00) shown on Exhibit “B”; and

WHEREAS, an increase to the Agreement Price is to include the execution of an adaptation plan as an additional task to the scope of services shown on Exhibit “C” attached; and

WHEREAS, all other terms, conditions and requirements of the Agreement shall remain the same.

NOW THEREFORE, this Amendment shall be effective once signed by both parties.

IN WITNESS WHEREOF the undersigned Parties have executed this Amendment on the date indicated above.



Nick Marano, Village Manager

WSP USA Inc.

Stroud, David
(USDS719445)

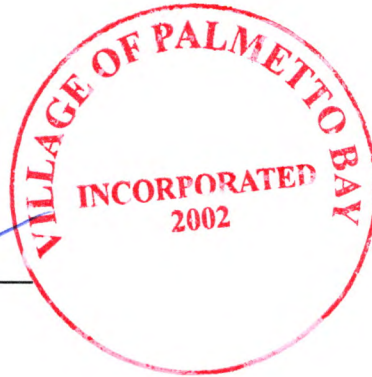
Digitally signed by Stroud, David
(USDS719445)
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email=david.stroud@wsp.com
Date: 2025.01.28 09:17:39 -05'00'

David Stroud, CFM Emergency and Hazard Mitigation Lead

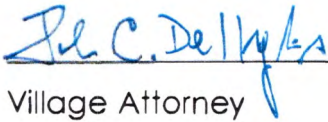
Attest:



Village Clerk
Missy Arocha



APPROVED AS TO FORM



Village Attorney
John C. Dellagloria

Exhibit "A"

Contract for: Village of Palmetto Bay - Resilience Action Plan

Between the Village of Palmetto Bay, Florida and WSP USA Environmental and Infrastructure, Inc.

THIS Contract is made and entered into as of the 16 day of June, 2023, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and WSP USA Environment & Infrastructure Inc., a Nevada corporation _____ (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised a Request for Qualifications ("RFQ") on April 5th, 2023 for a Village of Palmetto Bay - Resilience Action Plan (the "Project"); and

WHEREAS, the Company submitted a Proposal dated May 3rd, 2023, in response to the Village's request; and

WHEREAS, the Village Council, at a meeting held on June 5th, 2023, awarded the RFQ to WSP USA Environment & Infrastructure Inc. and agreed to enter into a Contract with said Company to perform the work described in the RFQ and Company's Proposal submitted in response to the RFQ (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

- (i) Specifications and RFQ Documents prepared by the Village for the development of a Village of Palmetto Bay - Resilience Action Plan RFQ# 2023-00-004.

(ii) Proposal for the Village of Palmetto Bay prepared by the Company dated May 3rd, 2023, and Company's Fee Proposal Detail.

The above Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. Exhibit (i)
- C. Exhibit (ii)

Article 2. Scope of Work

1. The Work is generally described as follows:

The objective of the Village of Palmetto Bay – Resilience Action Plan will guide the Village and evaluate vulnerabilities and identify actionable steps. This Resilience Action Plan should detail the exposure of facilities, critical infrastructure, roadways, and neighborhoods to climate change stressors such as sea level rise, precipitation events, and groundwater table changes.

It will allow the Village to synthesize past efforts and gain a deeper understanding of the impacts, risks, and vulnerabilities to climate change, allowing risks to be analyzed and prioritized based on likelihood, cost, spatial extent, and time horizon. It will allow the Village to understand the flood risks associated with climate change and the Village's capacity to adapt and become more resilient. It will also lay the groundwork for an Adaptation Plan by allowing the Village to understand its vulnerabilities so that adaptation strategies can be chosen to address them.

2. The finished document shall include but not limited to:

(a) The Company's proposal which shall include the (4) deliverables described on the RFQ# 2023-00-004 "Palmetto Bay- Resilience Action Plan"

3. The Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Work (ii) it is not delinquent in the payment of any

sums due the Village: (iii) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (iv) the Work will be performed in the manner described in the Document.

4. Preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining the concession stand. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Lead Consultant for this Project is_____.

Article 4. Term

The term of this Contract shall commence upon the issuance of a purchase order and shall remain in effect until all the deliverables have been received and accepted by the Village.

Article 5. Contract Price

The Contract price shall be based on the Company's Fee Proposal Detail in the amount of:

One Hundred and Forty-Seven Thousand Five Dollars and Zero Cents.
(\$ 147,005.00)

Article 6 Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery or by Federal Express addressed to the Parties at the following address:

Village:

Nick Marano

Village Manager

Village of Palmetto Bay

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

Company:

David Stroud

Assistant Vice-President Hazard Mitigation

WSP USA Environment & Infrastructure Inc.

4021 Stirrup Creek Drive, Suite 100

Durham, NC 27703

Article 7 Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

Article 8 Indemnification

- A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's

fees which may issue to the extent caused by negligence, reckless or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.

- B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

Article 9 Insurance

- (A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits

- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five

(5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

Article 10 Modification-Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall

be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 11 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 12 Waiver

The failure of either Party 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 Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 13. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 14. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 15 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 16 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 17 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 18 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 19 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 20 Preservation of Village Property – Not Applicable

~~The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.~~

Article 21 Immigration Act of 1986

The Company warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 26 E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Continued on Next Page

Article 22 Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 23 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 24 Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Section 119, F.S. can be found <https://www.flstate.gov/Laws/Statutes/2020/0119.0701>.

Article 25 Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 26 E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

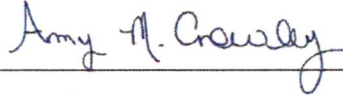
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IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

WSP USA Environment & Infrastructure Inc.



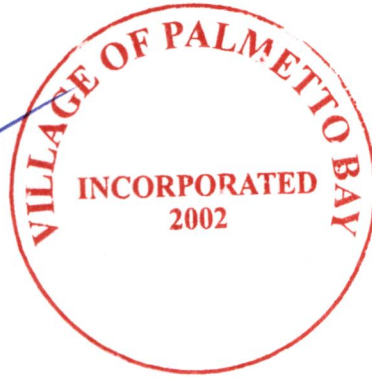
Nick Marano, Village Manager



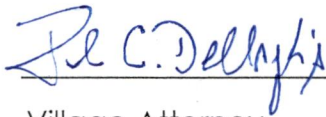
Amy Crowley, V-P, Business Line Lead

Attest:



Missy Arocha
Village Clerk

APPROVED
AS TO FORM



Village Attorney
John C. Dellagloria

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <div style="text-align: center; border-bottom: 1px solid black; padding: 2px;">WSP USA Inc.</div></p> <p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="font-size: small; text-align: right;">(Applies to accounts maintained outside the United States.)</p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions. <div style="text-align: center; border-bottom: 1px solid black; padding: 2px;">One Penn Plaza, 4th Floor</div></p> <p>6 City, state, and ZIP code <div style="text-align: center; border-bottom: 1px solid black; padding: 2px;">New York, NY 10119</div></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date <u>03/01/2024</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Exhibit "B"

Task Number	Purpose	Amount Spent	Total Budget
Task 1	Kickoff Meeting	\$3,584.57	
Task 2	Public Outreach	\$3,584.57	
Task 3	Acquire Data	\$3,977.75	
Total Amount for Tasks 1 through 3			\$34,980.00
Task 4	Exposure Analysis	\$29,605.19	
Task 5	Sensitivity Analysis	\$20,587.43	
Total Amount for Tasks 4, 5 and 7			\$80,155.00
Task 6	Public Outreach Meeting 2	\$0.00	
Task 7	Identify Focus Areas	\$5,815.17	
Task 8	Final Vulnerability Assessment	\$22,882.62	\$22,300.00
Task 9	Public Presentation	\$0.00	
Total Amount for Tasks 6 and 9			\$9,640.00

Total for Tasks 1 Through 9			\$147,005.00
Task 10	Adaptation Plan	\$0.00	\$16,380.00
Task 11	Peril of Flood	\$0.00	\$9,920.00
		\$90,037.30	\$173,305.00

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RESOLUTION NO. 2024-92

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; AMENDING RESOLUTION NO. 2023-39 BY AUTHORIZING THE VILLAGE MANAGER TO INCREASE THE AMOUNT UNDER CONTRACT WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC., (WSP) FROM ONE HUNDRED AND FORTY-SEVEN THOUSAND AND FIVE DOLLARS (\$147,005.00) TO ONE HUNDRED AND SEVENTY-THREE THOUSAND EIGHT HUNDRED DOLLARS (\$173,800.00); TO INCLUDE THE EXECUTION OF AN ADAPTATION PLAN AS AN ADDITIONAL TASK TO THE SCOPE OF SERVICES PURSUANT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAMMING PLANNING GRANT AWARDED TO THE VILLAGE IN 2022; AND PROVIDING AN EFFECTIVE DATE
(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)

WHEREAS, the Village of Palmetto Bay is dedicated towards providing a more sustainable and resilient environment to combat the effects of climate change; and

WHEREAS, Resolution No. 2023-39 was passed and adopted on June 5, 2023, which approved the Village Manager to enter contractual negotiations with WSP USA Environment & Infrastructure, Inc., (WSP) to create a Resilience Action Plan for the Village; and

WHEREAS, the inclusion of an Adaptation Plan was not previously within the original scope of services within the approved contract; and

WHEREAS, the addition of an Adaptation Plan will not change the overall cost to the Village because this plan was previously budgeted and partially funded by the State of Florida, but will change the overall purchase order amount from one hundred and forty-seven thousand and five dollars (147,005.00) to one hundred and seventy-three thousand eight hundred dollars (\$173,800); and

1 **WHEREAS**, the Village desires to fulfill the timeline of the
2 Florida Department of Environmental Protection Resilient Florida
3 Programming Planning Grant but to also produce the most efficient
4 and effective process possible in order to benefit the community at
5 large through these deliverables.

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7 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
8 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
9 **FLORIDA, AS FOLLOWS:**

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11 **Section 1.** The above recitals are incorporated as if set forth in
12 full.

13 **Section 2.** That the Village Council hereby accepts and
14 approves an additional allocation of twenty-six thousand three
15 hundred dollars (\$26,300) to include in the overall purchase order for
16 WSP for the inclusion of an Adaptation Plan as an additional
17 deliverable in the scope of services.

18
19 **Section 3.** That the Village Manager is hereby authorized to
20 amend the existing contract with WSP by increasing the authorized
21 contractual amount from one hundred and forty-seven thousand and
22 five dollars (\$147,005.00) to one hundred and seventy-three thousand
23 eight hundred dollars (\$173,800).

24
25 **Section 4. Effective Date.** This Resolution shall take effect
26 immediately upon passage.

27
28 **PASSED and ADOPTED** this 9th day of December 2024.

29
30 Attest:

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33 Signed by:
34 Missel Arocha
35 Missy Arocha
36 Village Clerk


37
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39 Signed by:
40 Karyn Cunningham
 Karyn Cunningham
 Mayor

1 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

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Signed by:


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000A0D709242466
John C. Dellagloria
Village Attorney

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9 **FINAL VOTE AT ADOPTION:**

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11 Council Member Patrick Fiore YES

12

13 Council Member Steve Cody YES

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15 Council Member Marsha Matson YES

16

17 Vice-Mayor Mark Merwitzer YES

18

19 Mayor Karyn Cunningham YES

Exhibit "C"



Qualifications to provide a Resilience Action Plan

Village of Palmetto Bay – Adaptation Plan

November 21, 2024



Submitted by:
WSP USA Environment and Infrastructure Inc.
David Stroud
4021 Stirrup Creek Drive, Suite 100
Durham, NC 27703
919-325-6497



November 21, 2024

Ms. Andrea Candelaria
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

RE: Village of Palmetto Bay – Adaptation Plan

Dear Ms. Candelaria,

WSP USA Environment & Infrastructure, Inc. (WSP), is pleased to submit the enclosed response to provide an Adaptation Plan for Palmetto Bay. WSP is committed to supporting communities in planning for future challenges and building local resilience. Our team recognizes the importance of this effort to protect the safety of Village residents and businesses and support the continued careful growth and development of Palmetto Bay.

WSP is a trusted partner to a wide range of clients, providing environmental services, civil and geotechnical engineering, infrastructure design and management, water resources services, and hazard mitigation planning services to create a resilient and sustainable future for clients across the United States. We understand and are fully qualified to provide the requested scope of work, which includes the following deliverables and services: identification of focus areas, assessment of the Village’s adaptive capacity and adaptation needs, and identification of adaptation strategies to support resilience.

Our team combines experts in hazard mitigation and resilience planning, comprehensive and land use planning, environmental engineering, and Geographic Information Systems (GIS). We have over 20 years of experience developing qualitative, quantitative, and spatial hazard vulnerability assessments that meet state and federal requirements. Our team members collaborate regularly, and our shared expertise and experience will benefit the Village of Palmetto Bay in developing an Adaptation Plan that meets the planning requirements of the Resilient Florida Program, Florida Statute 380.093, Florida Statute 163.3178, and the Village’s community goals.

Mr. Stroud, supported by two of our key staff members for this project, has guided the Village in the development of the Resilience Action Plan and the CRS program improvements. Mr. Stroud will serve as your point-of-contact and is authorized to make representations for WSP regarding this project. He can be contacted as follows:

Mr. David Stroud, CFM

Assistant Vice President Hazard Mitigation Lead
4021 Stirrup Creek Drive, Suite 100
Durham, NC 27703
Tel: (919) 325 6497
Email: david.stroud@wsp.com

Our team’s resilience planning expertise and our recent and ongoing experience with the Village of Palmetto Bay make us uniquely qualified and prepared to support the Village. We appreciate the opportunity to submit our qualifications.

Sincerely,

Amy Crowley, P.E., PMP, CFM
Vice President, Service Line Lead
Mitigation Lead

David Stroud, CFM
Assistant Vice President, Hazard

PROJECT APPROACH

WSP understands that the Village of Palmetto Bay seeks an Adaptation Plan that is consistent with the State of Florida’s Adaptation Planning Guidebook and identifies actionable steps to build local resilience. Building off results from the Resilience Action Plan, this plan will assess the Village’s adaptative capacities, identify opportunities for plan integration, identify the Village’s adaptation needs and focus areas, and develop and prioritize adaptation strategies. The Adaptation Plan will serve as a guide for strategic decision-making to build the Village’s long-term resilience.

DETAILED SCOPE OF WORK

ADAPTATION PLAN DEVELOPMENT

COMMUNITY RESILIENCE GOALS & OBJECTIVES

The goals and objectives will set the shared definition for what resilience means for Palmetto Bay and how, in broad terms, a resilient future will be achieved. This shared definition will guide the development of specific strategies and ensure each strategy is firmly rooted in Palmetto Bay’s overall vision for resilience and community development. Involvement of the Steering Committee, public, and stakeholders in the development of the goals ensures buy-in and public support for the plan’s implementation.

ASSESS ADAPATIVE CAPACITY & PLAN INTEGRATION

WSP will support Palmetto Bay in developing realistic, achievable, effective strategies for building resilience. To accomplish this, WSP will review the Village’s existing capabilities to implement projects, as defined in the Florida Adaptation Planning Guidebook. Another essential element of resilience is the degree of integration of existing plans. Palmetto Bay undertakes planning activities across its many departments and over varying timelines – it is important to understand if and how these plans reinforce shared goals and support resilience, or whether certain planning efforts contradict or counteract resilience objectives. WSP will conduct a thorough review of the Village’s comprehensive plan, other relevant plans, to understand needs and opportunities for integration and updates. This effort will inform the creation of resilience strategies.

IDENTIFY ADAPTION NEEDS AND FOCUS AREAS

WSP will work with the steering committee and the public to identify the primary adaptation needs and where to focus these priorities. This step will build on the results of the Resilience Action Plan as well as the plan goals. Discussing adaptation priorities will help the community identify what are the biggest challenges, what is feasible and where projects should be implemented. Focus areas help the community designate areas to start the adaption process and narrow the focus of particular areas of the Village.

IDENTIFY ADAPTATION STRATEGIES

WSP will employ the following process, informed by the U.S. Climate Resilience Toolkit and the Florida Adaptation Planning Guidebook to facilitate the development of resilience strategies:

Brainstorm: WSP will lead the Steering Committee through a brainstorming session to consider the plan goals and objectives as well as the vulnerability assessment findings to identify, through a collaborative effort, specific ways to increase resilience. Using the findings from the vulnerability assessments and

public/stakeholder input, WSP will guide the Steering Committee in developing an adaptation action plan including suggested capital improvement projects (CIP), projects that complement existing efforts and support plan integration, strategies that support the plan goals, and other potential resilience strategies. This step will result in a full list of strategies to be considered for implementation.

Define Criteria: For each strategy, the Steering Committee will define an implementation timeline, identify the resources needed for implementation, assign responsibility for the project, identify potential funding sources, conduct a qualitative benefit cost analysis, and establish criteria for monitoring progress towards completion.

Prioritize: WSP will provide a proposed set of criteria for project evaluation and prioritization and will work with the Steering Committee to modify these criteria according to the specific goals for the plan to develop a Resilience Scorecard. With the Resilience Scorecard, WSP will lead the Steering Committee in evaluating and scoring each of the identified strategies, including a qualitative cost-benefit analysis. This Resilience Scorecard will remain a valuable tool to the Village for carrying resiliency priorities forward in evaluating future planning efforts and CIP projects.

ACTION PLAN

The detailed list of tasks provided below outlines the steps required to accomplish this scope of work and produce an Adaptation Plan that is compliant with Florida Statue 380.093 and provide all deliverables required by the Resilient Florida Grant Program or otherwise requested by the Village. All of these tasks will be included in final deliverable an Adaptation Action report.

TASK 1 - ASSESS ADAPTIVE CAPACITIES

1. WSP will review existing plans, policies, staff, funding opportunities, and more to understand capability to implement adaptation projects and opportunities for plan integration for Palmetto Bay.

Deliverables:

- ✓ Adaptive Capacity and Plan Integration section of the Adaptation Action report

TASK 2 - IDENTIFY ADAPTATION NEEDS AND FOCUS AREAS

1. WSP compile feedback from the steering committee and the public to help identify resilience priorities and focus areas.
2. WSP will work with the GIS team to provide maps of the identified focus areas and tables with the critical assets within each area.
3. WSP will include in the report a summary of the identified areas, justification for each, a table with critical assets within the focus area, a map of each area and the assets within the geographic extent

Deliverables (RFQ Deliverable 4):

- ✓ Adaptation Focus Areas section of the Adaptation Action report
- ✓ GIS files of the geographic boundaries of the identified focus areas

TASK 3 - IDENTIFY ADAPTATION STRATEGIES

1. WSP will compile feedback and input from the Steering Committee and public and use the adaptive capacity assessment to develop detailed adaptation strategies that align with the Village's priorities and goals.
2. WSP will provide a proposed set of criteria for project evaluation and prioritization and will work with the Steering Committee to modify these criteria according to the specific goals for the plan to develop a Resilience Scorecard.

- WSP will prepare a draft of the Adaptation Plan report for Steering Committee and public comment. The report will be posted on the project website and otherwise made available for public review and comment.

Deliverables (RFQ Deliverable 4):

- ✓ Adaptation action plan including qualitative cost-benefit analysis for proposed strategies
- ✓ Resilience scorecard to help prioritize strategies
- ✓ Adaptation Strategies section of the Adaptation Action report
- ✓ Final Adaptation Plan report.

PROJECT TEAM

WSP believes that project success hinges on the qualifications of the project team. Our team consists of professionals with extensive expertise and abilities who are highly capable of meeting the project requirements and driven to provide Palmetto Bay with a useful Adaptation Plan. We are confident that our team of professionals can provide the required expertise for all services requested in the RFQ. The key staff proposed to work on the Village of Palmetto Bay Adaptation Plan have demonstrated success working together and are well-tuned with each other’s skills and work styles.

The WSP team responding to this RFQ specializes in resilience planning and comprehensive planning including flood risk and vulnerability analyses, loss estimation modeling using HAZUS-MH software, hazard mitigation planning and emergency management, the FEMA CRS Program, data collection and Geographic Information Systems (GIS), and community outreach including stakeholder coordination and meeting facilitation. Our repeat clients speak to our commitment to quality deliverables and strong client relationships. We have established a track record of providing our clients with effective and uniquely adapted services and products within budget and on schedule.

The staffing diagram below indicates the key staff proposed for this project.



KEY STAFF BIOS AND ROLES

Summary of key team members bios and roles are provided below. Full resumes are included under Tab 5 Qualifications of Key Personnel.

David Stroud, CFM - Project Manager

Mr. Stroud has 30 years of experience as a floodplain manager and hazard mitigation planner. His expertise includes developing hazard mitigation plans and reviewing and scoring plans for FEMA. Mr. Stroud worked for the Insurance Services Office (ISO) on behalf of FEMA's CRS Program as the lead hazard mitigation planner and Flood Training Coordinator for 18 years. He assisted in the development of the 2007, 2013, and 2017 CRS Coordinator's Manuals and the 2021 Addendum and will join the upcoming committee developing the 2023 manual. He has worked directly with FEMA Headquarters staff in crafting the local multi-hazard mitigation planning guidance to align with the CRS 10-Step Planning criteria including the five-year update guidance (Blue Book). Mr. Stroud has significant experience with the minimum regulations of the National Flood Insurance Program (NFIP), FEMA grant programs and FEMA's Repetitive Loss Program. He works with communities, states and FEMA Regional offices on all aspects of hazard mitigation planning and the CRS Program. With ISO, he was responsible for internal staff training on the CRS Program, Hazard Mitigation Planning and Repetitive Loss and taught week-long classes on the CRS at FEMA's Emergency Management Institute (EMI). Over the years, he has provided numerous planning and CRS workshops by invitation from states, FEMA Regional Offices, and various state floodplain associations.

Mr. Stroud will serve as the Project Manager and team lead for this planning project.

Cindy Popplewell, PE, CFM - QA/QC Manager

Ms. Cindy Popplewell is an Associate in WSP's Hazard Mitigation and Emergency Management Program and has over 26 years of water resources engineering experience with a current focus on hazard mitigation and emergency management. Ms. Popplewell has served as project manager and senior planner on several Disaster Mitigation Act (DMA) mitigation plans for both State and local communities and is experienced in leading disaster recovery efforts including FIMA grant application preparation, benefit-cost analysis, and residential and stormwater infrastructure damage assessments. Additional project work has included floodplain management, hydrologic and hydraulic modeling and FIRM development; NFIP/Community Rating System compliance; and municipal stormwater permitting, utility development and billing.

Ms. Popplewell will provide Quality Assurance and Quality Control reviews for all project deliverables.

Lee Walton, AICP - Comprehensive Planning Lead

Mr. Walton, a Certified Planner with a background in architectural design, has over 24 years of experience providing guidance and project leadership to local governments and affiliated agencies. His responsibilities include project management, planning, environmental assessment and design for projects of public and private sector clients. He also manages the planning group within the WSP Atlanta office, and is responsible for strategic planning, marketing, performance reporting and interdisciplinary coordination. His key areas of technical specialty include comprehensive planning, master planning, redevelopment planning, recreation planning, hazard mitigation planning, economic development, industrial planning, transportation planning, grant writing/administration, urban design, facility planning, architecture and all aspects of public involvement. In conjunction with dozens of projects in recent years, he has planned, organized and facilitated hundreds of public and stakeholder involvement efforts of all types, including charrettes, open house presentations, visual preference surveying, focus group meetings and individual interviews. He uses Web-based technology and audience response system tools to augment public and stakeholder involvement activities.

Mr. Walton will oversee the comprehensive planning services and deliverables and public engagement efforts.

Garrett Shields, GISP, CFM - GIS Lead

Mr. Shields is a GIS Professional with over 11 years of experience. His experience includes advanced spatial analysis using GIS software, data management, floodplain mapping, Database development, natural hazard risk assessment and automated tool development. He has extensive training and experience with the ESRI suite of software including ArcGIS Desktop (8.x, 9.x, and 10.x), ArcServer, ArcSDE, ArcGIS Online and ArcGIS Mobile as well as experience with SQL Server and Oracle database management systems. Mr. Shields has assisted in the production and maintenance of numerous GIS datasets, spanning the entire State of North Carolina. Nationally, Mr. Shields has performed floodplain mapping, DFIRM/FIS development and risk assessment tasks in support of FEMA's Risk MAP program in Oklahoma, Texas, Arkansas, Florida, Pennsylvania and New Mexico.

Mr. Shields will advise and oversee data collection and GIS analysis and mapping.

Nicole Cortez - Environmental Science Lead

Ms. Cortez is an environmental scientist and the Resiliency Coordinator for the South Florida Water Management District (SFWMD or District). She leads resilience monitoring activities tracking and documenting trends in observed water, climate, and ecosystem data, including technical analyses and interpretation, resilience metrics workgroup coordination, and facilitating IT automation, to support the assessment of current and future climate condition scenarios, operational decisions, and resiliency priorities. Ms. Cortez specializes in communicating scientific findings through agency reports, engaging online platforms, and presentations. She has developed and continues to update annual characterization of disadvantaged communities used to rank resiliency projects. Ms. Cortez assists in developing programmatic practices and procedures to establish an effective program that addresses critical environmental issues in water management and ensures regional resilience.

Ms. Cortez will advise data collection and support the resilience planning and vulnerability assessment process.

Abby Moore, AICP, CFM - Resilience Planning Lead

Ms. Moore is a Certified Planner with expertise in mitigation, hazard risk assessment, floodplain management, climate change adaptation and resilience, project management, and community planning and development. Ms. Moore holds a Master's in City and Regional Planning specializing in Land Use & Environmental planning and natural hazards resilience and disaster recovery. Ms. Moore has working knowledge of the requirements of the Disaster Mitigation Act (DMA), the National Flood Insurance Program (NFIP), and the NFIP's Community Rating System (CRS). Ms. Moore is skilled in research, data collection and analysis, GIS, risk and vulnerability assessment, mitigation strategy development, stakeholder and public engagement, and facilitation. She has provided technical assistance in the development of hazard mitigation plans, floodplain management plans, and CRS support services for local government, state government, and university clients throughout FEMA Regions 3, 4, 6, 7, 8, and 9.

Ms. Moore will oversee the resilience planning and vulnerability assessment and support the comprehensive planning and public engagement process.

Ranger Ruffins - Resilience Planner

Ms. Ruffins is a hazard mitigation and resiliency planner with three years of experience in hazard mitigation planning, floodplain management planning, resilience planning, and the CRS program. Ms. Ruffins recently earned her Master's in City and Regional Planning at the University of North Carolina at Chapel Hill where she specialized in Land Use and Environmental Planning with a focus on hazard mitigation and resilience planning. Her research centered on challenges and drivers of inequity in resilience planning and how to identify opportunities for equitable resilience strategies. In her time with WSP, Ms. Ruffins has worked on numerous hazard mitigation plans and developed a strong working knowledge of the DMA requirements, as well as the NFIP and its associated CRS program. Ms. Ruffins is skilled in GIS, data collection and research, and community engagement and meeting facilitation.

Ms. Ruffins will support the resilience planning and development of the vulnerability assessment.

Meagan Matechak, ENV SP – Community Planner

Meagan Silas Matechak is a planner and sustainability professional with over 8 years of experience working with public and private sector clients. Her resilience work includes urban and coastal flooding evaluations and mitigation, green infrastructure design, and environmental hazard studies. In addition to her planning experience, she has a civil and environmental engineering background. She has developed projects in commercial, residential, and municipal planning and design, giving her a variety of different types of project experience and extensive experience with AutoCAD, GIS, and StoryMaps, to analyze and portray proposed elements of project designs. Key specialty areas include site planning and design, redevelopment planning, stormwater management, green infrastructure design, recreation planning, urban design, zoning, and resilience and sustainability planning. She has experience organizing public and stakeholder involvement, including surveying, interviews, and open-house presentations.

Ms. Matechak will support the comprehensive planning and public engagement processes.

TASK MANAGEMENT

Our team has been successful in handling multiple projects simultaneously by balancing project milestones and deadlines so that each project underway is equally and adequately addressed. WSP has a strong bench with expertise in a variety of resilience and comprehensive planning projects. Our team coordinates regularly through daily informal check-ins as well as multiple recurring weekly meetings to discuss workload and scheduling, project demands and deliverables, and project data and resource needs.

We pride ourselves in providing outstanding service and ensuring our clients’ needs are met, which includes always delivering our projects on time and within budget. Our references can indicate that our performance in delivering projects on time and within budget is common in all our deliverables.

PROJECT COST

The total lump sum for the proposed project cost is \$26,300.

Task	Cost
Adaptation Plan	\$26,300
Total:	\$26,300