



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

**Tuesday
June 21, 2022
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: June 7, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: April 27, 2022

Code Compliance Meeting Minutes

Attachment: April 27, 2022

Cultural Committee Meeting Minutes

Attachment: January 18, 2022, January 24, 2022, February 7, 2022, March 21, 2022, April 18, 2022

African American Heritage Board Meeting Minutes

Attachment: May 12, 2022

Police Pension Board Meeting Minutes

Attachment: February 28, 2022

Firefighters Pension Board Meeting Minutes

Attachment: February 21, 2022

APPROVAL OF THE AGENDA

June 21, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87204779153?pwd=VHF3cmo3OFRKVnJKcXFWUC93YktWUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (312) 626-6799

Meeting ID: 872 0477 9153#

Participant ID: #

Passcode: 980803#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Proclamation in recognition of National Certified Nurse Assistants Week.

Sponsor: Department of Community Services

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 2. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, granting a 10 foot by 10 foot utility easement on the southeast corner of State Road A1A and NE 2nd Street to Florida Power & Light Company for the S-Curve Utility Undergrounding and Streetscape Project; authorizing execution of the Easement; providing for implementation, conflicts, and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Community Redevelopment Agency & Department of Economic Development

Attachment: S-Curve Utility Undergrounding and Streetscape Project

- 3. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #22-12-JW for executive recruitment services to the three responsive and responsible proposers;**

providing for execution of contracts for recruitment services on an as needed basis; and providing for an effective date. (*Funds from Other Contractual Services accounts*)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Human Resources

Attachment: Executive Recruitment Services

- 4. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Gladstone & Associates, LLC for consulting services for the Community Services Department for a one-year term in an amount not to exceed \$45,175.00, with one, one-year renewal option; waiving the requirements for competitive solicitations set forth in Sec. 38-127 of the Code of Ordinances; authorizing execution of the Agreement; providing for an effective date. (*Funds from Account #001-1701-564-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Gladstone & Associates, LLC

- 5. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2021-2022 Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program in the amount of \$230,781.00; providing for execution; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Homebuyer Purchase Assistance Program

- 6. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Piggyback Contract with ER Tech Systems Group, Inc. dba Broadcast Systems, utilizing General Services Administration Contract #GS-07F-173GA for the West Water Treatment Plant Site Security Project; authorizing the expenditure of**

funds in an amount not to exceed \$267,489.38 for Phase III of the Project; providing for execution and an effective date. (*Funds from Account #413-5000-536-60-31 - Improvements other than Buildings*)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Broadcast Systems

- 7. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Tower Site License Agreement with NCWPCS MPL 25-Year Sites Tower Holdings, LLC, for the tower located at NE 2nd Street; consenting to the sublease with Dish Wireless, LLC; authorizing execution of the Third Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Division of Purchasing & Contract Administration

Attachment: Tower License Agreement - NE 2nd Street

- 8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Tower License Agreement with NCWPCS MPL 28-Year Sites Tower Holdings, LLC, for the tower site located at 200 Goolsby Boulevard; consenting to the sublease with Dish Wireless, LLC; authorizing execution of the Second Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Division of Purchasing & Contract Administration

Attachment: Tower License Agreement - 200 Goolsby Boulevard

DEPARTMENTAL BUSINESS

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Sign Relocation and Reconstruction Agreement with Clear Channel**

Outdoor, LLC pursuant to the City's Billboard Relocation Policy and Section 70.20, Florida Statutes; authorizing execution of the Sign Relocation Agreement; providing for an effective date. (Tabled from May 17, 2022)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Clear Channel Outdoor, LLC

10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting an official city flag; providing for an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Public Affairs & Marketing

Attachment: Official City Flag

11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the installation of an outdoor fitness court with artwork; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Artwork Installation

COMMENTS BY ADMINISTRATION & LEGAL

12. Presentation regarding the status of drainage projects.

Sponsor: Department of Environmental Services

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, July 12, 2022

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, June 7, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:04 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Bernie Parness
Commissioner Ben Preston
Vice Mayor Michael Hudak
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - May 17, 2022

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve the meeting minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Employees' Retirement Committee Meeting Minutes - February 14, 2022

Hillsboro Inlet District Meeting Minutes - April 18, 2022

Code Compliance Meeting Minutes - March 23, & April 12, 2022

African American Heritage Board Meeting Minutes - April 14, & April 28, 2022

Marine Advisory Board Meeting Minutes - March 17, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

June 7, 2022

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve the agenda as amended. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION**1. Certificate of Recognition presented to staff for the successful "Ignite" Teen Mental Health Summit.**

Mayor Ganz recognized various Parks & Recreation staff for the successful implementation of "Ignite". The event, which provided an evening of education and fun was held at the DoubleTree by Hilton on Saturday, May 7th, with 105 teens participating in this first-year. Mayor Ganz said the event will continue on an annual basis. Thereafter, he recognized various Parks staff for going above and beyond for this event.

2. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.

Captain Hofstein outlined the teamwork given by Law Enforcement to keep the community safe while putting themselves in harms' way. On April 26, 2022, a theft was reported at Publix on Military Trail; however, the call quickly escalated when they were told the suspect produced a firearm and threatened the manager with it. Fortunately, the resources and efforts of the deputies allowed them to build a perimeter and with information provided by one of the deputies, they found the suspect in the warehouse and though the suspect wielded a semiautomatic handgun, the weapon and ammunition were dropped, the suspect was safely taken into custody. The handgun was reported stolen out of a vehicle burglary and during debrief it was determined that multiple burglary cases in the City were cleared off this one suspect. Thereafter, he presented certificates to each deputy involved with the arrest.

PUBLIC HEARING - SECOND READING**3. P.H. 2022-060: ORDINANCE 2022/010 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A \$10,000,000 SUPPLEMENTAL APPROPRIATION AND BUDGET TRANSFER TO THE GENERAL FUND TO BE RESERVED FOR INDIRECT ARPA FUNDED PROJECTS AND A BUDGET ADJUSTMENT TO THE UTILITIES WATER AND SEWER RENEWAL FUND TO MODIFY THE \$2,800,000 DIRECT ARPA FUNDING FOR THE CHLORINE CONVERSION PROJECT TO INDIRECT ARPA FUNDING, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

PUBLIC HEARING - SECOND READING - CONTINUED

The Ordinance was read by title only.

David Santucci, City Manager, advised that a presentation was given at the last meeting, which entailed the amendment of the ARPA program to allow the \$10 million expenditure for the Law Enforcement & Fire Rescue contractual services and allowing the use of those funds for programs and projects originally intended through indirect funds.

There were no comments amongst the Commission.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 3, adopted Ordinance 2022/010. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

PUBLIC COMMENT

Chancy Chapman, 191 NW 47th Avenue, Deerfield Beach, commented on changes in criminal reform and laws; whereby, felonies are being downgraded to misdemeanors and misdemeanors are no longer enforced. Mr. Chapman outlined various cities where this change has been enacted and explained that crimes like car burglaries are not investigated nor is a report filed. He said this led to lots of shoplifting and many cars with broken windows. Mr. Chapman advised that something needs to be done as we are headed that way. Thereafter, he advised that Broward County Chief Justice Jack Tuter issued an order that states anyone booked on nonviolent third-degree felonies or misdemeanor charges in the County will be released without seeing a judge or paying a bond. There is no deterrence or penalty until something like a shooting takes place. Lastly, Mr. Chapman said a two-tier justice system is being built because those who can pay the bond will go to jail and see a judge but someone who cannot, walks away, which is not right. In closing, he asked the City Commission to intercede and reach out to the County Commission.

Paula Cook, 62 Centennial Drive, Deerfield Beach, commented on articles in the New Pelican regarding the CRA working with a foundation to create a Marine Science Exploratorium Center and the City forming its own non-profit corporation to operate the Exploratorium. The vision is for 10 employees and millions of dollars. Ms. Cook expressed concern because it is the same thing happening in Pompano Beach and it is not completed; additionally, because the City is already non-profit, it does not sound right that another non-profit would be created. Continuing, the other article commented on EV charging stations with Florida Power & Light at the beach. She spoke in opposition to people paying for another person's fuel and does not think it is a proper place to charge the vehicle.

Willie Rosetta Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, said every time it rains, her property floods around her corner lot. Cars coming by push water up into the yard encroaching her doors. Ms. Bracy said City staff has come out to pump the water out of the area, but it continuously happens and asked that something be done.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, said she is seeking a refund due to damage to her car after running over a pothole on Military Trail and 10th Street. She advised that tires were damaged from the pothole and after speaking with Risk Management, she spoke to the third party who said because the City was not aware of the pothole, the tire would not be covered. Ms. Jackson said she only purchased one tire, but also needs an alignment and another tire. She does not understand the City's process, but she did report it and asked that it be addressed. Lastly, she advised that photos have been sent to the City.

PUBLIC COMMENT - CONTINUED

Joyce Robinson, 810 SW 11th Court, Deerfield Beach, advised that the music at the Oveta McKeithen Park is very loud and believes it violates the noise ordinance. Although some are respectful, others bring professional DJ's that blast the music all day from lunch passed 8:00 p.m. She asked how long they are allowed to remain at the park. Ms. Robinson advised that the music shakes the windows at her home and even her china cabinet and asked that rules and regulations be established for these events.

William Lane, 11 Tilford A, Deerfield Beach, said he was reading an article in Travel & Leisure that named Deerfield Beach as the most affordable place to buy a house and having one of the best beaches on the east coast.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, spoke on various topics: third term for city commission and Century Village COOKVE.

Helen Lupo, 194 Newport L, Deerfield Beach, said there are many difficulties within the community that are being created by one person. She said the person has been creating havoc by forcing people to sign to make her president, whereas, she cannot vote herself in. Also, she has had people to sign removing the president from the board. Thereafter, Ms. Lupo asked why Commissioner Parness is involved.

Mayor Ganz advised that he was mistaken on the agenda item for tonight's meeting and invited Mr. Rosenzweig back to finish his comments.

Mr. Rosenzweig asked how the third term would be approved by voters when placed on the ballot.

Mayor Ganz replied that he believes it would be majority vote. Thereafter, he responded to questions posed by the public. Criminal reform and laws - encouraged Mr. Chapman to also contact the Broward County Commission; flooding - working on capital improvements to address issues but there is not much that can be done when living on a corner lot; pothole – asked that staff look into this and he would also speak with the City Attorney; noise complaint - believes the time for the park is dawn till dusk as well as a decibel limit and time for people to make noise.

Captain Hofstein advised that there is an ordinance prohibiting noise and the decibel level changes in the evening, after 8:00 p.m. He said his staff will respond accordingly.

Mayor Ganz also commented on Deerfield Beach being the most affordable city to purchase a beach property and why that is a two-edged sword, because the City's tax rate is higher, but the values are lower when compared to cities like Boca Raton.

Commissioner Parness said he saw two letters of resignation by the former president of Ms. Lupo's building; whereas, they were signed and published with the corporate stamp. He said the police are investigating to determine if forged. Also, he advised that based on state law, someone can be removed from the board if 11 out of 20 people signed a petition for removal; or, have a meeting and receive majority vote. It was claimed that there were 14 people who signed.

CONSENT - BOARD APPOINTMENTS

- 4. Resolution 2022/093 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Giuseppe Lapenna to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach to fulfill an expired term; and providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

CONSENT - BOARD APPOINTMENTS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 4, adopted Resolution 2022/093. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 5 - 8; there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Items 5 – 8 of the Consent Agenda. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

- 5. Resolution 2022/094 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging of Broward County; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.**
- 6. Resolution 2022/095 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Facility Use and Grant Agreement with the Little League Baseball, Inc. dba Deerfield Beach Little League for youth baseball programs to provide for an additional \$8,000 in grant funds; providing for execution, conflicts and an effective date. *(Funds from Account #001-7025-572-35-28 - Athletic Supplies)***
- 7. Resolution 2022/096 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Local Agency Program Agreement with the Florida Department of Transportation for the Deerfield Elementary and Middle Schools Safe Routes to Schools Project; authorizing execution of the Agreement; providing for implementation and an effective date. *(Funds from Account #399-1702-564-60-31 - Capital Project Grants & Account #108-5050-541-60-31 - Infrastructure Improvements other than Buildings)***
- 8. Resolution 2022/097 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Carollo Engineers, Inc. in an amount not to exceed \$165,790.00 to update the Integrated Utilities Master Plan; authorizing execution of the Work Authorization; and providing for an effective date. *(Funds from Account #401-5020-533-3099 - Other Professional Services)***

ADDENDUM

- 9. Resolution 2022/098 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Supervisor of Elections of Broward County to conduct the Municipal Election to be held by the City of Deerfield Beach on November 8, 2022; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #001-0308-513-32-99 - Other Contractual Services)**

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Commissioner Parness spoke in support and motioned approval.

Due to a lack of a second, Mayor Ganz passed the gavel and seconded the motion.

MOTION was made by Commissioner Parness, seconded by Mayor Ganz, to approve Item 9, adopted Resolution 2022/098. Roll Call:

Yeas: 3 - Commissioner Drosky, Commissioner Parness, and Mayor Ganz

Nays: 2 - Commissioner Preston and Vice Mayor Hudak

DEPARTMENTAL BUSINESS

- 10. Resolution 2022/099 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #22-21-PC for beach lifeguard stations 1-10; authorizing execution of an agreement with the top ranked, responsive and responsible proposer roof painting by Hartzell, Inc. dba Hartzell Painting for the services for a one year term, with two one-year renewals, in an amount not to exceed \$211,816.50 per lifeguard station; providing for implementation and an effective date. (Funds from Account #399-4553-539-65-30 - Lifeguard Towers)**

The Resolution was read by title only.

Vice Mayor Hudak spoke in support of the project.

Commissioner Drosky spoke in support of the project and advised that although he is uncomfortable with the price, he advised that in 2020, \$165,000 was budgeted and now due to COVID and inflation, the amount budgeted this year is \$212,000. If not done, it may be \$300,000 next year.

Mayor Ganz said the bid was sent to 357 perspective offerors and only 5 responses were received, which says a lot about what is happening; thereafter, he opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the expense can be paid from the Community Redevelopment Agency.

Mayor Ganz replied no.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, spoke in opposition to the price and suggested reinvestigating as it is comparable to building a home.

Mayor Ganz closed the public hearing.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Preston said if this project is delayed, there will be a significant increase. Further, this is a life safety issue and needs to be done so the lifeguards can perform their jobs.

Mayor Ganz said the cost does not only include painting, but actual construction of the stations, which have to withstand the environmental elements and waiting only increases the life safety issue.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 10, adopted Resolution 2022/099. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

11. Resolution 2022/100 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the Developer and Homeowners Association of the Peninsula Plat Development located on NE 9th Avenue/River Oak Lane; authorizing execution of the Development Agreement; providing for an effective date.

The Resolution was read by title only.

David Santucci, City Manager, said the significance of this item is the patience that the developers and property owners have had and assistance staff provided to come to an arrangement to make the properties as safe as possible with the stipulations included in the development agreement.

Vice Mayor Hudak said he has met with the stakeholder's numerous times and appreciates the work staff has done with them. This project has been in process for over 2 years and again thanked staff for their due diligence.

Mayor Ganz also spoke in support as changes to the parcel have been discussed over 10 years ago. Thereafter, he opened the public hearing.

Michael Brennan, HOA Attorney, thanked staff, Vice Mayor Hudak, and the City Attorney for their assistance.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 11, adopted Resolution 2022/100. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

12. Presentation on the new median landscape manual and update on current improvements.

Eric Power, Director of Planning & Development Services, provided a PowerPoint presentation. The City is working to create a holistic project plan for medians and adjacent landscaping around the medians. Planning has worked with Parks & Recreation Department members to create guidelines for the City that anyone can use. Since the plan is complete, staff is currently working on those improvements. Further,

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

CCNA contracts are being utilized to make improvements to four entrances, Hillsboro Boulevard from Powerline to Florida Turnpike, Military Trail north from Hillsboro to the County line, north Federal Highway from Hillsboro Boulevard to the County line and south Federal Highway from approximately 15th Street to approximately SW 10th Street. The process to improve these medians requires DOT approval along with plans designed to meet DOT's intentions. The process should take approximately 6 months from the hiring of a contract firm till DOT approval, then obtaining landscape. Thereafter, he provided guidelines including various landscaping for each segment and hardscape to include concrete pavers and decorative concrete pavers.

Continuing, Mr. Power said not every median is owned by the City which is why the plan is important. There are a little less than 4 miles of private median sections; whereby, these guidelines help private property owners understand what is required for them to improve their medians, especially when they are cited via Code Enforcement.

Teresa Rynard, Director of Parks & Recreation, explained that many times, plans are not designed with maintenance in mind, making maintenance very difficult, as evidenced with the current look of the medians. She explained that most of the medians are maintained by a private contractor; the bid is out, and service level specifications have been tightened and increased inspection programming to assure inspections happen right after the work. Further, there is a lot of sod that needs to be replaced because it has gone for years without being treated due to budget cuts, as well as other concerns. Thereafter, she outlined steps that the Parks staff has taken for beautification, tree trimming, annuals in the medians and others. Ms. Rynard outlined budget requests for the upcoming year: tree budget increased by \$150,000; irrigation by \$75,000; sod replacement increased by \$40,000; capital improvements request for multiple years, whereby, the first year includes \$250,000 and \$150,000 for the second year. Thereafter, she entertained questions by the Commission.

Vice Mayor Hudak said he is concerned with the property being built by Eller and Federal Highway. The median on Federal Highway, if traveling north from the complex will have to make a U-turn and asked if there is any thought to redesign the area to accommodate the northbound traffic.

Mr. Power replied that those medians on Federal are owned by the City, but because Federal is a DOT road, the City must receive their approval prior to installing landscape. Regarding Vice Mayor's Hudak suggestion, the developer is currently discussing with DOT to find another solution.

Commissioner Drosky said he has seen many intersections that need attention and asked if staff is able to maintain over 16 miles of median year-round especially considering other tasks they have to perform. He asked what can be done to make this a reality and how to properly fund and implement moving forward.

Ms. Rynard said there will be a lot of catch up and when budgets are cut, it compromises the grass with weeds. Also, there has not been a plan like this and right now, nothing looks consistent or purposeful due to varying trees and shrubbery throughout. She also commented on the transition into the City and still seeing something beautiful; whereas, there are Bermuda and Royal Palms for a mile going into Boca Raton. Notwithstanding, staff is able to perform certain tasks, but would hope to get some things down quickly.

Commissioner Drosky said time is short and he has not seen anything for those efforts, but he also understands we are playing catch up. Nevertheless, whatever needs to be done to fast-track and if city staff is spread thin, other options should be the focus.

Mayor Ganz said he is very frustrated because this has been ongoing for a long time. Thereafter, he commented on how fertilizer funding was cut during the hard times, but as time moved along, it was not a high enough priority and people do not understand why so much is being invested. He said many people question why is there an obvious difference when leaving/entering the City from other areas. He suggested Royal Poincianas because they are Florida natives, resilient, and don't require much water. Mayor Ganz asked how much will be managed with non-potable water.

Ms. Rynard replied not much yet.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

Mayor Ganz said he understands that an allocation from Broward County is needed, as well as FDOT along their inlet. He commented on various issues with FDOT not willing to invest in their medians without the city taking on maintenance. Thereafter, he commented on certain arteries that the City does not have control, i.e. Powerline and Hillsboro where Deerfield Mall is in charge of maintenance. He said it is important to improve the curb appeal as it correlates with the property values.

Vice Mayor Hudak applauded the actions staff has taken.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she was concerned about the Dixie Highway corridor from Pompano Beach into Deerfield Beach as the area needs a lot of attention.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, expressed concern with SW 11th Way to MLK Avenue as it is not continually maintained. Also, between 6th Way and MLK, the area is not upkept at all and asked that staff take a look. Lastly, she said the trees are too high when turning in and coming out.

Helen Lupo, 194 Newport L, Deerfield Beach, said the size of plants on the medians should be regulated because there is an obstruction of oncoming cars when the bushes are too wide or too high.

Mayor Ganz said he believes there is, but staff will clarify; thereafter, he closed the public hearing.

Ms. Rynard agreed that there is a guideline.

Mayor Ganz said the investment on Dixie Highway with the fencing received praise at the last Broward Metropolitan Planning Organization meeting.

CITY MANAGER

Community Garden - David Santucci, City Manager, said a community garden is being set up at the Teen Center and is undergoing a grant process for funding. He said he is hopeful that the teens will operate the garden, which will serve as a therapeutic program, and whatever is produced will be given to the community.

Vice Mayor Hudak left the dais temporarily at 8:23 p.m.

Stormwater Update - Mr. Santucci advised that an update will be provided at the next City Commission meeting to address the status; this information was also provided in the Commission's weekly report.

New Assistant City Manager - Mr. Santucci said Horace McHugh was selected as the new assistant; thereafter, he outlined his experience as an executive as well as the skills Mr. McHugh possesses.

Vice Mayor Hudak returned at 8:24 p.m.

CITY COMMISSION BUSINESS**13. Discussion regarding the selection of a voting delegate to the Florida League of Cities 2022 Annual Conference from August 11-13, 2022.**

There was a brief discussion to select Vice Mayor Hudak as the voting delegate and Commissioner Drosky as the alternate.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Vice Mayor Hudak as the voting delegate and Commissioner Drosky as alternate. Voice Vote:

CITY COMMISSION BUSINESS - CONTINUED

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 0

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER DROSKY****DISTRICT 4**

City Recognition - Commissioner Drosky said during Jeopardy, there was a question that included Deerfield Beach, which he found to be fascinating as it shows the City is being recognized on a different platform.

COMMISSIONER PARNESS**DISTRICT 3**

Mass Shootings - Commissioner Parness commented on the importance of protecting the children and the various tragedies throughout the Country. He explained how assault weapons were regulated by the government which decreased mass shootings. Furthermore, he said he will not support a candidate opposed to requiring universal background checks. Lastly, he said if nothing is done, this will continue to happen and does not know what it will take for everyone to consider the long-term consequences.

COMMISSIONER PRESTON**DISTRICT 2**

Mass Shootings - Commissioner Preston echoed Commissioner Parness' sentiments and added the need for better gun laws; not taking away the right to bear arms but being mindful of those receiving guns. Lastly, he advised that other industrialized countries are not experiencing this.

Parks Staff - Commissioner Preston thanked staff for their efforts whereas they were able to coordinate an event with 2-days' notice for photos and hors d'oeuvres [sic].

Juneteenth - Commissioner Preston advised that Juneteenth will be celebrated on June 18th from 10 a.m. till 8 p.m. He encouraged everyone to come out and enjoy the festivities.

NFL Camp - Commissioner Preston said a camp will be held at Oveta McKeithen Recreational Complex on June 25th and invited everyone to attend; presented by NFL players Brandon Powell and James Pierre.

Noise Ordinance - Commissioner Preston commented on calls he has received regarding loud music. Although the police are responsive, there are sometimes emergencies that prohibit them from coming right away. Nevertheless, he has heard it personally and these functions are being done without an event permit.

Potholes - Commissioner Preston said he hopes the City will find a way to help the resident repair damage caused by a pothole. Residents should not have to bear the burden of paying and asked that it be resolved satisfactorily, as the affected resident should not have to incur any costs.

VICE MAYOR HUDAK**DISTRICT 1**

Commission Chambers - Vice Mayor Hudak asked if there were any plans to remove the plexiglass around the dais.

David Santucci, City Manager, advised that it would be based on the entire Commission's comfort level.

Hurricane Season - Vice Mayor Hudak encouraged everyone to start preparing for hurricanes now instead of waiting for an imminent event to do so.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Sea Oats - Vice Mayor Hudak said Lee Gottlieb and his organization planted sea oats along the south end of the beach several years ago to retain the sand. Though he was against it, the plantings have helped and believes it would be better to plant more instead of spending millions on a beach renourishment. He asked staff to research how high the mounds will get, as it is currently 2 feet high after 7 years. At a minimum, he would like the sea oats that cover the mounds to be fixed up as other plants are invading them. Also, he asked that staff research extending them along the beach or further to the next tower. He also commented on the plastic fence and bringing it down, then spending millions of dollars to renourish the beach. A long-term solution is needed to retain the sand and if the mounds will not obstruct the view, it should be considered in the future.

MAYOR BILL GANZ

Quiet Waters Park - Mayor Ganz said there was a concert at the park and the music was very loud for those living along Hillsboro Boulevard. He thanked law enforcement for acting but still plans to address this with County Commissioner Bogen as the event was too loud.

Infrastructure Plan & Flooding Response - Mayor Ganz said there is a plan to address flooding, but it is difficult to combat a lot of rain in a short period of time. Therefore, he encouraged staff to be ready to respond post hazardous, especially in areas prone to flooding. He advised that other cities face the same challenges; nevertheless, he asked for patience as there is a plan to invest in infrastructure to address long-term flooding issues.

Board Vacancies - Mayor Ganz said there are vacancies on various advisory boards and asked for anyone interested in volunteering to let him know.

Beach Nourishment - Mayor Ganz said there was a public meeting to find an alternative to sea oats which was washed away.

Misinformation - Mayor Ganz commented on a former resident who communicated misinformation online regarding the fire assessment. Although the comments received by the City were satisfactorily addressed by the City Attorney, the individual did not remove or provide an update on the misinformation. He encouraged people to research or contact him for additional information.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to adjourn the meeting at 8:50 p.m. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
April 27, 2022**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:07 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Harry Belton, Chair
Terrance Glunt, Vice Chair - Tardy
Tinka Ellington
Jack Hugentugler

Also Present: Anthony Soroka, City Attorney
Jenna Lane, Planner
Alexia Howald, Planner
Tracy Britten, Administrative Support Specialist

Absent: Patrick Morris
Mark Damiano, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve the March 23, 2022 meeting minutes as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt was not present.

NEW ITEM

**#7021 MPH INTL LLC
 212 N Federal Highway
 Building Paint Change**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant provided digital renderings of the proposed paint colors. The proposed colors included Chantilly Lace for the building; Storm Grey for the accents. The front gate and awning colors will not be changed.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7021 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt was not present.

**#7022 SW 12th FL Partners LLC Cortland
55 SW 12th Avenue
Master Signage Plan**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant advised they are changing the name of the residential community due to new owners. The entry signs will be changed, and two additional signs will be added. The two signs flanking the entry drive will be eight feet tall, and a new sign will be installed above the leasing office. The current design format will be upheld, and all lettering will be acrylic and backlit. Additionally, the community name displayed on the side of the building, facing Hillsboro Boulevard, will add visibility and identification for the community's main source of traffic.

Vice Chair Glunt arrived at 7:21 p.m.

Ms. Ellington questioned the need for a variance for the height of the entry signs.

Ms. Lane replied that the eight foot entry signs still comply with the City code as they fell within the site plan for the property; therefore, a variance is not needed.

Anthony Soroka, City Attorney, reminded members that the Board does not have the authority to approve variances.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7022 as submitted. The motion CARRIED by unanimous vote.

**#7023 J&G LLC
1441 W Newport Center Drive
Minor Site Plan**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant advised the building has been used for the manufacturing of cosmetics for the last 20 years, but it is now being retrofitted for food processing. In order to manufacture gummies, the applicant is proposing the installation of a chiller as it is an integral part of the manufacturing process. The applicant worked with a mechanical engineer to make the footprint as small as possible and was able to reduce the setback from six feet to three feet by keeping the chiller at 50 percent air flow. Hedges would cover two sides of the chiller from view.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7023 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Jenna Lane, Planner, introduced the Board's newest member, Daryl Brown, who was in the audience.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:31 p.m.

Harry Belton, Chair
Community Appearance Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 27, 2022

Douglas Gonzales

Presiding

Special Magistrate Douglas Gonzales in the City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Winlett Jordan Banton, Special Magistrate Clerk

For the record, Shariann Pearson, Special Magistrate Clerk swore the attendees.

Item #	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
8	22010006	JEFFERS,RUTH B	1024 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
9	22010019	TRUST NO 912 SE 13TH GOMEZ, EMANUEL JOSE TRSTEE	912 SE 13 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$135 PER DAY

10	21120134	DE OLIVEIRA,DIEGO OLIVEIRA VIZCAINO,PALMIRA	221 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$135 PER DAY
12	21110177	JOSEPH,JAMES	220 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT- JAMES JOSEPH FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$75 PER DAY \$80 PROSECUTION COST
15	21090096/ 40 year	1642 LLC	1624 SE 3 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$250 PER DAY
17	21090103/ 40 year	SARIHAN,EMRE S	665 SE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$250 PER DAY

18	21090105/ 40 year	SOUTHERN COAST ENTERPRISES	273 NW 1 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$250 PER DAY
20	22030100/ fire safety/ post	QUIET WATERS BUSINESS PARK LLC	710 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- MICHEL LONG FINAL ORDER ISSUED COMPLY BY 6-24-2022 \$200 PER DAY \$80 PROSECUTION COST
21	22030256/ boat/ post	US BANK TRUST NA TRSTEE % RESICAP	367 SW 32 TER, DEERFIELD BEACH, FL 33442	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 6. - PARKING OF BOATS, BUSES, TRAILERS, RECREATIONAL VEHICLES, MOTOR HOMES AND SIMILAR VEHICLES; Sec. 66-120(2). - Permissive parking Chapter 66 - TRAFFIC AND VEHICLES DIVISION 6. - PARKING OF BOATS, BUSES, TRAILERS, RECREATIONAL VEHICLES, MOTOR HOMES	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-4-2022 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				AND SIMILAR VEHICLES; Sec. 66-120(2). - Permissive parking Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
22	22030013/ post	MDC COAST 5 LLC	900 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$135 PER DAY \$80 PROSECUTION COST
26	21120126	AVALON CONDOMIUM ASSOCIATION	735 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
27	22020121	455 FEDERAL LLC	455 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	
28 Items 29 to 100 all have the same violations	22020009/ fire panel/ HOA	JUVIN-ACKER,FRANCK	1240 S MILITARY TRL, UNIT 1124, DEERFIELD BEACH, FL 33442 1124	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
102	21090027	FMR FLORIDA LLC	101 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 6-24-2022
103	21090029	T & N PROPERTIES INC	71 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT- DIANA BULLIS

				SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	EXTENDED TO 6-24-2022
104	22030108	HUNTLEY, SARAH ELLIS, CAROLYN L ETAL	170 SW 4 ST	Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(b) - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(b) - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 2 UNSAFE STRUCTURES Sec. 2-146(c). - Unsafe buildings: DIVISION 9. -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-26-2022 FOR \$150 PER DAY PER VIOLATION

				UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10] Chapter 2 UNSAFE STRUCTURES Sec. 2-146(c). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10] Chapter 2 UNSAFE STRUCTURES Sec. 2-146(d). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10] Chapter 2 UNSAFE STRUCTURES Sec. 2-146(d). - Unsafe buildings: DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD[10]	
105	22010022	BENHAMO,AHARON	30 VENTNOR B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
106	22030249	PRAXIS VENTURE LP %MRK PARTNERS INC/ Atty Christina Bilenki	1450 SW 11 WAY, DEERFIELD BEACH, FL 33441 ##350	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. -	RESPONDENTS WERE PRESENT- ATTORNEY CHRISTINA BILENKI KEITH JENKINS ANA SIERRA

				DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	NO ACTION TAKEN
107	22030411	TOLEDANO PROPERTIES LLC	100 NW 3 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-26-2022 FOR \$200 PER DAY
109	21090122/ post	PAUL,WILNER LOUISSAINT,MACILIA	4151 NW 3 AVE, UNIT 1-2, DEERFIELD BEACH, FL 33064 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	
111	22020135/ post	SCHNEIDER,ANGELA	590 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$135 PER DAY \$80 PROSECUTION COST
113	22020138/ post	CONSTANT PROPERTIES LLC	221 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$150 PER DAY PER VIOLATION

				Section 58-3. - Maintenance of area.	\$80 PROSECUTION COST
114	22020140/ rec veh	SLEIGHT,WILLIAM D & DEIRDRE M	409 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$135 PER DAY \$80 PROSECUTION COST
115	22030011/ post	BUSHEY,MATTHEW H/E BUSHEY,MICHAEL F	1313 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$100 PER DAY \$80 PROSECUTION COST
116	22020110/ post	DIAMOND KEY INVESTMENT LLC	431 NE 39 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT- CHERY STEPHAN FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$110 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	
117	22020112/ post	FAMLIFE PROPERTY SOLUTIONS LLC	4339 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST

				88(j)(2) - Off-street parking and loading	
118	22020120/ post	QUINTANILLA, TYLORE	187 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

				REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 88(j)(2) - Off-street parking and loading.	
119	22010125	HINK, ROBERT	903 SE 17 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$125 PER DAY
120	22020095	MALDONADO, RIGOBERTO	4190 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$125 PER DAY
126	21100686	GOWDY,FRANKIE LEE	810 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 6-29-2022

				ENFORCEMENT Section 98-113(a) Building permits	
127	21110010	MEZETTI,EDUARDO ANTONIO	4321 MARINA WAY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$125 PER DAY \$80 PROSECUTION COST
128	21100488/ bldg	LAMAR,SHIRLEY B	316 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 6-29-2022
130	21110233	MOYER,SHADRETTA MOYER,KRISTA ETAL	1030 SW 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- SHADRETTA MOYER CONTINUE TO 7-27-2022

				ENFORCEMENT Section 98-113(a) Building permits	
131	21110212	MCCARTHY,RICHARD S & ELEANOR F	335 NW 45 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOR PRESENT CASE DISMISSED
134	21120114	KOUKOULARIS,ROULA	1233 SE 8 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
135	21110098	POLINI,FRANCES R FRANCES R POLINI REV TR	516 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- PAUL GATTO EXTENDED TO 7-22-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
136	19080263	OSSLUND,ERNEST N	371 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
137	21110150	DURAN,WALTER	1963 NE 5 ST, UNIT 1-4, DEERFIELD BEACH, FL 33441 1-4	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – SEAN DURAN FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$125 PER DAY

					\$80 PROSECUTION COST
138	21120074	BERRIDO,MARIA DEL PILAR BERRIDO BOLIVAR,JUAN	2753 SW 12 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
140	22040025/ repeat	MONROE, TRAVA TYRONE	209 SW 8 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58- 86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT WAS PRESENT- TRAVA MONROE REPEAT ORDER ISSUED FOR 3 DAYS FOR A TOTAL OF \$130 PLUS \$80 PROSECUTION COST
147	22030109/ post	LOFT,NANCY	1963 NE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT- NANCY LOFT CASE COMPLIED

				Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
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148	22020139/ 40 year	JOSEPH ROMANO INC	167 SW 15 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$250 PER DAY \$80 PROSECUTION COST
149	22030001/ 40 year	JOSEPH ROMANO INC	147 SW 15 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$250 PER DAY \$80 PROSECUTION COST
152	22030003/ 40 year	JADRAN LLC	920 NW 45 ST, DEERFIELD BEACH, FL 33064 1-6	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- TONY SELIC FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$250 PER DAY \$80 PROSECUTION COST
153	22030005/ 40 year	JVF HILLSBORO PROPERTIES INC	1973 NE 4 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- TERRY TURBYFILL

					FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$250 PER DAY \$80 PROSECUTION COST
154	22030006/ 40 year	DORADO LLC	505 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$250 PER DAY \$80 PROSECUTION COST
155	22030007/ 40 year	PRAM LLC	262 NW ELLER ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$250 PER DAY \$80 PROSECUTION COST
156	22030008/ 40 year	PRAM LLC	260 NW 1 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-20-2022 \$250 PER DAY \$80 PROSECUTION COST

160 Items 159 to 169 all have the same violations	21110205/ 40 year/ HOA	VILLARI,LEO P JR	1445 SE 15 CT, UNIT 301, DEERFIELD BEACH, FL 33441 301	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
170 Items 171 to 176 all have the same violations	21120021 / 40 year	GARCES CORTES,MYRIAM J	1021 NW 45 ST, UNIT 3, DEERFIELD BEACH, FL 33064 3	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT COMPLIED, COST PAID
171	21120022	BDR RE INVESTMENTS LLC	1021 NW 45 ST, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT COMPLIED, COST PAID
172	21120023	GHANEM,BASSAM	1021 NW 45 ST, UNIT 7, DEERFIELD BEACH, FL 33064 7	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT COMPLIED, COST PAID
173	21120024	HLS INVESTMENT PROPERTY CORP	1021 NW 45 ST, UNIT 5, DEERFIELD BEACH, FL 33064 5	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT COMPLIED, COST PAID
174	21120025	KIMRAY PROPERTIES LLC	1021 NW 45 ST, UNIT 8,	40-50 Year Section 110.15 BUILDING SAFETY	RESPONDENT NOT PRESENT

			DEERFIELD BEACH, FL 33064 8	INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	COMPLIED, COST PAID
175	21120026	PINHEIRO,ROGERIO	1021 NW 45 ST, UNIT 6, DEERFIELD BEACH, FL 33064 6	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT COMPLIED, COST PAID
176	21120027	RABY,MONAIR D	1021 NW 45 ST, UNIT 4, DEERFIELD BEACH, FL 33064 4	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT COMPLIED, COST PAID
206	21090121/ board member/ 40 year	EGENLAUF,BRENDA L H/E EGENLAUF,WILLIAM	711 SE 1 WAY, UNIT A9, DEERFIELD BEACH, FL 33441 A9	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
207	21100415/ 40 year	FENNELL,MARYBETH H/E O'CONNOR,MICHAEL	711 SE 1 WAY, UNIT A1, DEERFIELD BEACH, FL 33441 A1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
208	21100416	SHAMALISAGE INVESTMENTS CORP	711 SE 1 WAY, UNIT B3, DEERFIELD BEACH, FL 33441 B3	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

209	21100417	HODDINOTT,GEORGE B & HODDINOTT,JOSEPH	711 SE 1 WAY, UNIT B5, DEERFIELD BEACH, FL 33441 B5	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
210	21100418	CAP DISTRIBUTION GROUP LLC	711 SE 1 WAY, UNIT B7, DEERFIELD BEACH, FL 33441 B7	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
211	21100419	CAP DISTRIBUTION GROUP LLC	711 SE 1 WAY, UNIT C2, DEERFIELD BEACH, FL 33441 C2	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
212	21100420	SHAMALISAGE INVESTMENTS CORP INC	711 SE 1 WAY, UNIT C4, DEERFIELD BEACH, FL 33441 C4	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
213	21100421	TARRANT,JENNIFER F	711 SE 1 WAY, UNIT C6, DEERFIELD BEACH, FL 33441 C6	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

215	21100425	WINTERS,ANN B	1962 NE 6 ST, UNIT 1A, DEERFIELD BEACH, FL 33441 1A	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589
216	21100426/ 40 year	FIGUEIRA,JULIE A	1962 NE 6 ST, UNIT 1B, DEERFIELD BEACH, FL 33441 1B	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589
217	21100427	SMITH,SARAH AMANDA	1962 NE 6 ST, UNIT 2A, DEERFIELD BEACH, FL 33441 2A	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589
218	21100428	SIECK,JILL A JILLA A SIECK REV TR	1962 NE 6 ST, UNIT 2B, DEERFIELD BEACH, FL 33441 2B	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589
219	21100429	ROSS,ELAINE	1962 NE 6 ST, UNIT 3B, DEERFIELD	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15	RESPONDENT NOT PRESENT

			BEACH, FL 33441 3B	(B)(1) Building Safety Inspection 40 Year	FINES IMPOSED ON THE HOA CASE 21070589
220	21100430	HAHN,RANDY P	1962 NE 6 ST, UNIT 4A, DEERFIELD BEACH, FL 33441 4A	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589
221	21100431	CAVOTTO,ANTHONY	1962 NE 6 ST, UNIT 4B, DEERFIELD BEACH, FL 33441 4B	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589
222	21100432	MALIN, DAVID SCOTT	1962 NE 6 ST, UNIT 5A, DEERFIELD BEACH, FL 33441 5A	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589
223	21100433	WARD,NANCY H H/E WARD,ROBERT D	1962 NE 6 ST, UNIT 5B, DEERFIELD BEACH, FL 33441 5B	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED ON THE HOA CASE 21070589

224	21090123/ 40 year	GROVE PARK 250 LLC	251 NW 1 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-22-2022 FOR \$250 PER DAY
225 Items 170 to 176 are the related violations	21090077/ 40 year/ HOA	SANTOS PINHEIRO,ROSIRENE A	1021 NW 45 ST, UNIT 2, DEERFIELD BEACH, FL 33064 2	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT COMPLIED, COST PAID
244	21090314	GOLDBERG, TONTO	203 NE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials.	RESPONDENT NOT PRESENT EXTENDED TO 6-24-2022
245	21110027	JOSEPH,WILNOLD & SAINTILEN,VIOLEINE	540 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- WILNOLD JOSEPH FINAL EXTENSION GRANTED TO 5-20-2022
246 Items 206-212 are the	21100422	BONNELLIO BELLISSIMO LLC	711 SE 1 WAY UNIT C8	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15	RESPONDENT NOT PRESENT

related violations				(B)(1) Building Safety Inspection 40 Year	CERTIFIED WITH \$80 PROSECUTION COST
247	21120036	RAMROOCHSINGH,EDITH C	4130 NE 2 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 7-27-2022
A	21080190	BROWN,EDDIE C JR JONES,ESSIE M	4020 NE 4 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – EDDIE BROWN FINES MITIGATED FOR \$500 TO BE PAID BY MAY 25, 2022
B	21080207	SANCHEZ,JOSE QUIALA,ISABEL	4011 NE 4 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENTS WERE PRESENT- CABALLANO SANCHEZ ISABEL SANCHEZ FINES MITIGATED FOR \$3,000 TO BE PAID BY OCTOBER 19, 2022
C	19060059	CAMBRIDGE,NOLAND B & YENNY	1253 SE 2 TER	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- NOLAND CAMBRIDGE

					FINES MITIGATED FOR \$30,000 TO BE PAID BY OCTOBER 19, 2022
D	21070089	JUNIOR,AURINO GASPAR	4030 NW 4 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT IS REQUESTING ANOTHER HEARING DATE
E	21080199	DERILUS,SAINT PIERRE D	371 NW 37 ST	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
F	21110188	FIDELE,GERARD	3911 NW 3 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

				REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

City of Deerfield Beach - CULTURAL COMMITTEE BOARD
MEETING of January 18th – 6:30 PM at
Deerfield Beach Chambers (150 NE 2nd Ave) & Zoom
APPROVED MINUTES

Karen Hardy
2/7/22

Meeting Decorum: While I appreciate how passionate you all are about our committee, please only comment on the current topic or agenda item. Comments are prior to a vote and once it's been seconded.

1. Call to order/roll call

Chair Hardy called the meeting to order at 6:37 pm.

Members Present: Vice Chair Katherine Freitag, Mayor
Chair Karen Hardy, District 4
Ashley Gombs, District 2
Perry Victor, Mayor
Judy Wilson, District 4
Nicholas Kerns, (Alternate Member) District 4
Thelema Lamar, District 2
Deborah Sullivan, District 1

Members Not Present: Tiffany O'Bryan, District 1 (Excused)
BrenNette Rahming, (Alternate Member) Mayor

Also Present: Monique Spencer, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Teresa Rynard, City of Deerfield Beach
Nicholas Noto, City Attorney's Office

2. Approval of November 15th and December 6th minutes

- MOTION made by Deborah to approve December 20th minutes. Perry seconds. The motion CARRIED unanimously.

3. New business

a. Kwanza holiday event Terry/Thelema

- Thelema – stated the events went well the city did a great job with helping it was at no cost.
- Elizabeth informs committee that all City events will be canceled for the month of January due to Covid-19 numbers, the date will be postpone until further notice I would like to know if the committee have another date in mind are would you like to have the event on Pioneer Day February 19th and 20th. Elizabeth stated that staff will reach out to vendors with to inform them of the changes. The Committee agreed to change the date to February 19th & 20th.
- MOTION made by Judy, Perry seconds. The motion CARRIED unanimously.

4. Old Business

I Historical Society- funding

MOTION to table pending more input on partnership for Historical Society made by Karen, Thelema seconds. The motion CARRIED unanimously.

II Elizabeth - Staff will reach out the artists and entertainment Karen will reach out to all vendor that was donating and let them know the change of dates

1. Entertainment Ashley Gombs-sound?

- City Staff will reach and update entertainment on change of date

2. Judy-Judges & Trifold – No changes

3. Thelema Lamar –kid zone – No changes

4. Merchandise-Perry

- Merchandise will still be sold. Keep poster and t-shirts the same

5. Volunteer & Hospitality Chair-Karen

- Karen will reach out to volunteer & Krispy Kreme with the change of date

6. Refund for Vendor's

- Staff will reach out to vendors in regard to refund

7. Refund for Vendor's

MOTIONED made by Karen to not give back jury fee to vendors Ashley seconds. The motion CARRIED.

New Vendors - Carolyn asked do vendor have to pay for both events committee stated they only pay for one event.

New vendors were approved

MOTIONED made by Perry to approve new vendors Judy seconds.

b. Sponsorship

- Karen, will reach out to volunteer & Krispy Kreme with the change of date

7. New project proposals?

- Judy, want committee to come up with more ideas.

8. Comments from the Chair & Vice Chair -

- Judy, is very disappointed Katy is not disappointed the event will be great

9. Comments from Committee

- Perry want to know how many vendors do FOA has 48 food vendors 3 alcohol and 11 food vendors. Pioneer Day has 12 vendors 2 are from FOA and 5 food vendors.

10. Comments from Staff

- a. Comments from Public – Jane Schafrann said dates need to be updated on social media and dates need to be changed on poster Perry and herself has already hung up poster all over Jan thinks that's a great idea to have FOA/Pioneer Day together
- b. MOTIONED made by Katy to reprint 100 8 X 11 smaller poster Perry seconds.

11. Next Meeting – January 24th

12. Adjournment

- Motion made by Perry to adjourn the meeting. Katy seconds. All in favor

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses both large and small by providing a cultural environment that is accessible, progressive and positive in design.

Minutes Approved _____ Date _____

City of Deerfield Beach - CULTURAL COMMITTEE BOARD

MEETING of January 24th – 6:30 PM

Deerfield Beach Chambers (150 NE 2nd Ave) & Zoom

APPROVED MINUTES

Karen Hardy
2/7/22

Meeting Decorum: While I appreciate how passionate you all are about our committee, please only comment on the current topic or agenda item. Comments are prior to a vote and once it's been seconded.

1. Call to order/roll call

Chair Hardy called the meeting to order at 6:32 pm.

Members Present: Vice Chair Katherine Freitag, Mayor
Chair Karen Hardy, District 4
Ashley Gombs, District 2
Perry Victor, Mayor
Judy Wilson, District 4
Thelema Lamar, District 2
Tiffany O'Bryan, District 1

Members Not Present: BrenNette Rahming, (Alternate Member) Mayor
Nicholas Kerns, (Alternate Member) District 4 (Excused)
Deborah Sullivan, District 1 (Excused)

Also Present: Elizabeth Ricci, City of Deerfield Beach - Zoom
Carolyn Marshall, City of Deerfield Beach
Monique Spencer, City of Deerfield Beach
Teresa Rynard, City of Deerfield Beach
Nicholas Noto, City Attorney's Office

2. Approval of January 18th minutes

MOTION made by Katy to approve changes to minutes from January 18th minutes. Ashley seconded. The motion CARRIED unanimously.

3. Old Business

- Historical Society- Karen stated that the committee has to table the vote until the committee has enough for the quorum to vote. Judi Stanich would like to amend the request to the committee for funding for two more concerts, \$1,000. Judi Stanich stated she would love to partner with the Cultural Committee and think it's a great idea to hang up a banner to let people know that the cultural committee is a sponsor. Judi stated the Historical Society would purchase the banner also that she thinks it would be a great idea to hang a banner up in the art room for The Love of Art that the Cultural Committee sponsors. Katy would like Judi to check with Gabriella there, was already a banner Judi will check. Judi is willing to host anything that committee would like to have. Thelema would like the Cultural Committee to post something at the Historical Society. Karen requests a motion to table funding until the next meeting. MOTION made by Katy to table the vote until the next meeting Perry seconded. All in favor. Motion pass

II Festival of the Arts / Pioneer Days 2022 2/19 -2/20

- a. Katy stated that the small poster and snipe signs are being updated by City staff they will be ready before next meeting
- b. Alcohol tents – (Three tents) Two are for Kiwanis. Monique spoke with Tim regarding Two Kiwanis tents.

c. **Website & Social Media date & info update** – Liz made updates on both city Facebook and web site. A third Cultural Committee Facebook page has not been updated (The city does not have access). Liz stated she will reach out to PR to make sure problem is fixed.

d. **Artists confirmed for new date? Refund discussion (Liz)** – 28 artists were given refunds. After speaking with artists and all the feedback regarding not receiving a full refund, Liz stated that it was brought to our Director and City Attorney's Office to review. The decision was made to give the artist a full refund that would not be available for the new date. Finance is processing refunds.

e. **Pioneer Days vs FOA-details pear discussion (Tables/chairs/tents-city to order for entire event?)**

- As for the logistics, both events will be separate. The FOA vendors will be from 3rd street up to 4th. Pioneer Days will be from Hillsboro to the main beach parking lot. Liz is looking into making an arch to let people know that they will enter FOA. The city will provide alcohol tents, barricades, restrooms and wash stations, security, and an ice truck through the Pioneer Days budget. FOA entertainment will be different from Pioneer Days (Main Stage), a second stage in the festival of the art area will be for the entertainment for FOA, and all those contracts for those artists have been sent out. So, we're just waiting on getting them signed in return. Pear will only be working with FOA. The City Attorney will look at the contract to see if the contract can be canceled with Pear. Liz and Katy will work together if Pear's contract is canceled. Shelly is supposed to be here. She hasn't been here.

f. **Tables/chairs/tents** – FOA is responsible for their tents, tables, and chairs, and Pioneer Days are responsible for theirs.

g. **Chair Updates** –No updates

1. **VIP Tent-will there be one? Is City doing it?**

- Katy, stated on the Zoom call right now, is a woman named Lisa. Lisa will be the new owner of Deerfield Beach painting. She would like to get a contract with the City to do a VIP tent if we provide the tent. She will teach the classes at a minimal cost, just enough to cover the actual materials. Katy spoke with Mark, the poster contest winner, and he said he would volunteer to go into the tent and help paint the poster. Lisa Sarno, I recently am taking overpainting with the twist of Deerfield Beach. I have a studio called Lisa studio. Just as Lisa studio and the main artists and we would donate the materials, we could offer classes in the VIP tent, or however, you guys wanted to work if I'm willing to do whatever it takes. Saturday and Sunday from 12 pm – 2 pm – 3 pm – 5 pm. The cost will be \$30.00. We can set up payment through Civic Rec Lisa is willing to work with the City.

2. **Entertainment Ashley Gombs-all confirmed for date change?**

- Katy asked Ashley to reach out to a band by the name of Cross Threads. He would probably charge \$500 his name is Mark. Perry disagrees with the cost of \$2,500. Perry stated he remembered they used to be like maybe \$400, \$500, and \$600 to charge \$1,500 people is too high. They're getting exposure. Ashley will reach out to Xperimento to let them know the committee would like to remove the artist because the cost is too high, and the committee would like to remove the Live Painter. Ashley stated we've never had an issue with that. Liz indicated that we would need an updated timeline for the entertainment list to redo the contracts.

3. **Sponsorship-Deb Sullivan-snipe signs? Banners?**

- Katy, CRA would like to donate \$4,500, but they would like to know where that money's going. We need to go to them and tell them exactly what we want them to do. Do we want them to donate \$2,500 or even \$3,000? Towards the music?

4. **Marketing Tiffany O'Bryan-have we given all the info need to market? New deadlines?**

- Tiffany stated that she's been out. Now that she is back she can get information and move forward.

5. **Logistics Katy Frietag**

- Katy will work with Liz

6. **Thelema & Gabriela –kid zone-schools notified by Gabriela**

- All schools were notified

7. **Judy-Judges & Trifold-need logos for trifold-no changes**

- Judy did find a new judge she would like the City to order ribbons for kids' zone as well City needs to reach out Gabriela or Judy to find out what kind of ribbons are needed.

8. Merchandise-Perry

- T-shirts are finished, and hats are being made.

9. Volunteer & Hospitality Chair-Karen-

- Karen will put a call out for help. Karen needs someone to help her out with the volunteers. She will be out both days. Karen will deliver all food items and other items from donors. Judy can help on Sunday Tiffany will on Saturday to make sure everyone is in place.

*Survey questions (how much are you planning on spending?)

Committee would like question to be how much are you planning on spending?

*Volunteers-how many will City provide? FOA separate from Pioneer Days

e. vendor updates-vote

* MOTION made by Judy not to approve LeafFilter Gutter Protection Katy seconded motion passed.

* MOTION made by Judy to approved Medrida Hine Tyler Katy seconded motion passed

5. New project proposals?

6. Comments from the Chair & Vice Chair

7. Comments from Committee –

Karen mentioned that as Jane invited the committee to join Kiwanis on February 12th at the Music for America

New member Daniel Shanesky introduced and welcomed by Katy

Committee would like their running budget every month

8. Comments from Staff

9. Comments from Alternates

10. Comments from Public – Jane Schafrann would like to know if there's going to be a lot of volunteer to help also Jane stated that the time is to long for vendors to stay out there until 10 pm.

11. Next Meeting – February 7, 2022

12. Adjournment- • Perry adjourns the meeting @ 8:30pm. Thelema 2nd – All in favor.

Committee Mission Statement

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Minutes Approved _____ Date _____

City of Deerfield Beach - CULTURAL COMMITTEE BOARD
MEETING of February 7th, 2022 – 6:30 PM at
Deerfield Beach Chambers (150 NE 2nd Ave) & Zoom
APPROVED MINUTES

Meeting Decorum: While I appreciate how passionate you all are about our committee, please only comment on the current topic or agenda item. Comments are prior to a vote and once it's been seconded.

1. Call to order/roll call

Chair Hardy called the meeting to order at 6:33 pm.

Members Present: Vice Chair Katherine Freitag, Mayor
Chair Karen Hardy, District 4
Ashley Gombs, District 2
Perry Victor, Mayor
Judy Wilson, District 4 came at 7:35pm
Nicholas Kerns, (Alternate Member) District 4 - Zoom
Tiffany O'Bryan, District 1
Thelema Lamar, District 2

Members Not Present: Deborah Sullivan, District 1 (Excused)
BrenNette Rahming, (Alternate Member) Mayor

Also Present: Elizabeth Ricci, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Teresa Rynard, City of Deerfield Beach
Nicholas Noto, City Attorney's Office

2. Approval of January 24th minutes

- MOTION made by Katy to approve January 24th minutes. Tiffany seconds. The motion CARRIED unanimously.

3. Meeting Decorum-City Attorney – Went over Robert's rules with the Committee as well as the Sunshine Law.

4. Co- Chair – Katy Freitag – Regarding the events being help together, I want to just bring to your attention some information that I think everybody was aware but not necessarily to the full extent. If we had this event by ourselves in January, we had only a total of \$14,310 in revenue, and by moving this event and combining it with Founders Day they (the city) are saving our ass. Between the tables the chairs, the security, etc., the city's picking up these expenses. There's a lot of things that the city is covering. Things are going to be different; the merch tent is going to be in a different location with the VIP tent, things are not going to be where they used to be, our main stage is going to be on 3rd street. We just have to be flexible and prepared for the changes.

5. Festival of the Arts Running budget – Liz Ricci-We printed a copy of our running budget so that you all can get a closer look at how it's processed. When everyone looks at the estimates, the estimates are just an idea of where that money is going. That does not mean that the money has been distributed there, so when this budget is put together, it's an outline. The actual is what we have currently. When we get the invoices in, you'll see that in the actual slot, and that's how we track the budget and what's being spent to date.

6. Old Business –

I Historical Society-funding for 2 more concerts@\$500 each = \$1000.00 (tabled from last week)-

Katy motioned that the committee fund Historical Society 2 more concerts of \$500 each for \$1,000 Tiffany seconds Motion passed.

II Festival of the Arts/Pioneer Days 2022 2/18-20

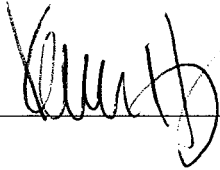
- a. Posters to hand out and put up in city- Poster has been updated as well as the snipe signs.
- a. Alcohol tents update - 3 alcohol Rotary, Historical Society and Kiwanis, the city is providing a token that can be used at the Kiwanis/VIP booth for a free drink.
- b. Website & Social Media date & info update - staff has put a note on current Facebook page directing them to be new Facebook page. City staff can't delete old Facebook page.
- c. Pear Discussion-contract update – Nick Noto addressed the contract with Pear Management. So, as you all know, we already had an existing contract which required a significant deposit up front of 50% of contract price. After speaking with Shelley, she will not voluntarily give back a refund. Staff did reach out to Pear and they agreed to take only \$500.00 to continue to provide management services for reschedule date. Committee would like for staff to reach out to Shelley to see if Sunday time can change to 2pm – 9pm Judy made motion Thelema seconded.
- d. Motion made by Tiffany to boost Instagram and Facebook post at cost of \$100 Judy seconded.
- e. Event details and changes (arch, etc) – FOA and Pioneer Days will be divided FOA will have an arch with a beautiful sign on it made out of wood. FOA will have their own stage.
- f. Vendor totals (both events) (food, art, & other) - 30 Art, 10 Food and 3 Alcohol
- g. Chair Updates
 - 1. VIP Update-Painting with a twist, etc – Katy informed Nick on painting with a twist who happens to be a friend of hers, and she has come to us with a VIP tent. Katy, wanted to apologize. That she didn't inform Nick in time.
 - 2. Entertainment Ashley Gombs-all confirmed for date change? Ashley, has turned in information to City staff. Katy wanted verification that all slots for music are filled.
 - 3. Sponsorship-Deb Sullivan-snipe signs? Banners? Deb, contacted the office for verification of the banners for CRA. Katy discussed a motion to use the \$2,500 be applied to the cost of the FAU stage. Ashley makes the motion to use sponsorship money from CRA to pay for FAU stage Judy seconded. FOA did receive a \$5,000 dollar check from JM family.
 - 4. Marketing Tiffany O'Bryan-have we given all the info need to market? New deadlines? We are advertising yard signs: banners are posted, and Liz stated in addition to that, the City is doing the Facebook post and website updates.
 - 5. Logistics Katy Freitag - Logistics I had a great meeting with Adele, Liz and Carolyn and everything is coming together we have things mapped out with the stage and the vendors and artists.
 - 6. Thelema & Gabriela –kid zone update – update from Gabriella question to city staff. Is face painting allowed? If not what other options. The other option would be to paint face mask and the city staff will order them. Friday is set-up. Judy makes motion for City to purchase masks Thelema seconded Motion. motion passed. Thelema wanted to know is FOA judging kids art.
 - 7. Merchandise-Perry – t-shirts and hats have been ordered would like for the City to make sure FOA has zip ties. There wasn't much left over from last year. Cost of hat \$15 dollars, bags \$3 dollars \$25 dollars for poster (Poster selling price was not agreed on)
 - 8. Volunteer & Hospitality Chair-Karen- Karen has taken care of this and Judy will help.
 - e. vendor updates-vote – vote on 3 new artist application Real skins F SPF material, and Katy said no because it doesn't look like he made them. Katy would like to make a motion to approve new artist, Jody June, motion made by Judy Tiffany second to approve artist. Motion passed
 - 9. New project proposals? N/A
 - 10. Comments from the Chair & Vice Chair – City staff doesn't know how many ribbons they need to order. Staff will research.
 - 11. Comments from Committee – N/A

12. Comments from Staff – Come up with survey question
13. Comments from Alternates – N/A
14. Comments from Public -
15. Next Meeting – 2/28/22
16. Adjournment – 9:00 pm

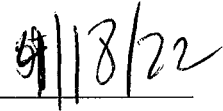
Committee Mission Statement

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Minutes Approved _____

A handwritten signature in black ink, appearing to be 'K. Smith', written over a horizontal line.

Date _____

A handwritten date '9/18/22' in black ink, written over a horizontal line.

City of Deerfield Beach - CULTURAL COMMITTEE BOARD

MEETING of March 21st— 6:30 PM at

Deerfield Beach Chambers (150 NE 2nd Ave) & Zoom

APPROVED MINUTES

1. Call to order/roll call

Chair Hardy called the meeting to order at 6:32 pm.

Members Present: Vice Chair Katherine Freitag, Mayor
Nicholas Kerns, District 4
Chair Karen Hardy, District 4
Ashley Gombs, District 2
Tiffany O'Bryan, District 1
Daniel Shanetzky, District 3

Members Not Present: Deborah Sullivan, District 1 (Absent)
Judy Wilson, District 4 (Absent)
BrenNette Rahming, (Alternate Member), Mayor (Absent)
Thelema Lamar, District 2 (Zoom)

Also Present: Teresa Rynard, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Monique Spencer, City of Deerfield Beach
Nicholas Noto, City Attorney's Office

2. Approval of February 7th & February 28th minutes

- MOTION made by Katherine Freitag and seconded by Ashley Gombs to table minutes from February 7th and February 28th. The motion passed.

3. Liz Ricci (Not Present) Monique Spencer-

a. Survey updates Liz Ricci, did send information pertaining to surveys - 60% say they were art vendor and 40% said they were food vendor. would you return to the festival of the arts if the date changed permanently to February, there was 100% response to yes. How was the communication from the city staff- 94.74% satisfactory 5.26% was unsatisfactory. Are you planning to return to the Festival of the Arts 2023- 100% yes.

- Katherine Freitag – Was the survey done after the event or the same day as the event, she also wanted to know if the system had crashed & is there any way that we can go back and get more responses, can we resend survey questions out?
- Karen Hardy – asked can the first question be would you like to keep the date in February and keep it combined.

- Katherine Freitag – asked can the question be would you return to FOA & Pioneer Days in 2023 if the event is combined? Should date be combined?
4. Nick Noto-City Attorney – No comments
 5. Kiwanis presentation-Music for Families Sponsorship – Janice Muenzenmaier – with Kiwanis wanted to let the committee know that everything is going well with the Music for Families.
 - a. 12 families and 20 kids have registered and another family signed up with a family of 4.
 - b. Janice Muenzenmaier – is asking the Culture Committee to underwrite the last two and be our sponsor at \$900 per session which all that money goes directly to the musicians.
 - c. Nicholas Noto, City Attorney's Office – would like to table voting until next meeting because of voting conflicts and would like to get more information from a legal perspective, whether there's an actual voting conflict.
 - d. Table to next meeting 4/18/22 Ashley Gombs - made motion to table to next meeting. Nicholas Kerns – 2nd the motion. Motion passed
 6. Old Business
 - a. Outstanding invoices (Framing for posters)
 - Karen Hardy – wanted to know if there's any outstanding invoices
 - Carolyn Marshall – stated that she does have outstanding invoices from Music for America, FOA Judge Honorarium and Artist Awards.
 - b. Final budget/proceeds- was tabled to next meeting Ashley Gombs - made motion to table to next meeting Nicholas Kerns seconded motion passed.
 - c. Final FOA 2022 comments –
 - Daniel Shanetzky – the festival, was fantastic.
 - Nicholas Kerns – stated that he attended the Boca show it was great maybe next year the committee could go there.
 7. New Business
 - a. Survey results-keep FOA separate from Pioneer Days or combine? Question was answer in #3
 - b. Scope of Services discussion-alcohol?
 - Karen Hardy -committee should discuss the alcohol, whether we would take it upon ourselves or bring in a management company to do the alcohol. In the past we did a 60/40 split.
 - Karen Hardy – alcohol is our money maker.
 - Teresa Rynard – asked Karen what are you thinking you need to make money for.

- Karen Hardy – stated we wanted to be able to afford a few other things. For example, scholarships, to sponsor various art programs and our own events.
- Teresa Rynard – stated that she will work on a budget that will show the last three years, what that revenue was. Just remember your budget is the city budget.

c. Upcoming Events – N/

8. New project proposals? Senior Olympics
9. Comments from the Chair & Vice Chair – No Comments
10. Comments from Committee – No Comments
11. Comments from Staff – No Comments
12. Comments from Alternates – No Comment
13. Comments from Public – No Comments
14. Next Meeting – April 18th
15. Adjournment - 8:00 pm

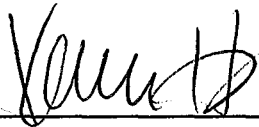
Next Meeting – 4/18/22

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Minutes

Approved



Date

4/18/22

City of Deerfield Beach - CULTURAL COMMITTEE
MEETING of April 18th, 2022– 6:30 PM at
Old Beach Chambers (150 NE 2nd Ave) & Zoom
APPROVED MINUTES

1. Call to order/roll call

Chair Karen Hardy called the meeting to order at 6:30 pm.

Members Present: Vice-Chair Katherine Freitag, Mayor
Nicholas Kerns, District 4
Chair Karen Hardy, District 4
Ashley Gombs, District 2
Tiffany O'Bryan, District 1
Daniel Shanetzky, District 3
Deborah Sullivan, District 1

Members Not Present: BrenNette Rahming, (Alternate Member), Mayor
Thelema Lamar, District 2 (**via Zoom**)

Also Present: Teresa Rynard, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Monique Spencer, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Nicholas Noto, City Attorney's Office

2. Approval of February 7th, February 28th & March 21st

- MOTION made by Deborah Sullivan to approve the minutes seconded by Ashley Gombs. The motion CARRIED unanimously.

3. Elizabeth Ricci/Terry Rynard-updates-

- Ms. Ricci we will have Mr. Kerns regular appointment on the May 17th Commission agenda for approval.
- Ms. Rynard – Gave a breakdown of the budget.

4. Nick Noto-City Attorney – Discussion on voting conflict. No committee members have any legal voting conflict because they are volunteers.

5. Old Business-

a. support of Community 501c3 organizations discussion – Ms. Hardy stated that the committee has supported the 501C3 organizations. Ms. Freitag stated the committee needs to do more cultural events.

b. Kiwanis presentation-Music for Families Sponsorship (tabled from last meeting week) (also were they paid?) No, the city is still waiting for vendor forms to be submitted.

Janice Muenzenmaier – would like to thank the committee for sponsoring the first two sections of the Music for Families and ask that you consider funding the next two sessions. Katherine made the motion that the committee sponsor Music for Families last two sessions Ms. Gombs seconded the motion. Motion passed.

Ms. Hardy – received an email from SuzAnne Clark from Kindness Rock Painting asking for \$100 a month. The committee is asking for Ms. Clark to add the cultural committee logo to her website and signage. The motion was made by Mr. Kerns to sponsor the Kindness Rock Painting project for \$100 a month Ms. Gombs seconded the motion. The motion CARRIED unanimously.

- c. FOA outstanding invoices (Framing for posters)- Still waiting for vendor forms from vendors to complete outstanding invoices.
- d. FOA final budget/proceeds - Ms. Ricci will email the committee the updated budget once outstanding all invoices are received.
- e. Results on a new survey sent to Artists/Vendors- keep FOA separate from Pioneer Days or combine events? Discussion – Ms. Hardy stated that the committee should have the date selected by the May meeting. Ms. Hardy would like to be guaranteed that we will not put anybody, other than artists on the art side Ms. Freitag stated that the committee would like to keep the date for February 18th & 19th the committee can get that date out now to the artists. Ms. Hardy would like for the application to be updated with the size of the food truck, picture & what side is the window on, etc, Ms. Freitag –would like to see us do a different type of art show. Ms. Hardy – Suggested research cultural events from other cities.
- f. Mr. Kerns – would like for city staff to give him information about different places in Deerfield where the committee can have an event Ms. Ricci stated that she will get the information to him.

7. **Upcoming Events – N/A**

8. **New project proposals?** Mr. Shanetzky – Contacted Broward College and spoke with Dean Scott Miller about different events for this summer for students to perform in the big band. He will have more information to present for the next meeting.

9. **Comments from the Chair & Vice-Chair – No Comments**

10. **Comments from Committee – No Comments**

11. **Comments from Staff – No Comments**

12. **Comments from Alternates – No Comment**

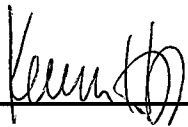
13. **Comments from Public – No Comments**

14. **Next Meeting – May 16th at 6:30 PM**

15. **Adjournment - 8:00 pm**

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Minutes Approved  Date 5/16/22

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING OF May 12, 2022 – 6:30 pm

Commission Chamber (150 NE 2nd Ave.)

APPROVED MINUTES

1. Call to order/roll call

Chair Lawanna Strowbridge-Called meeting to order at 6:38 PM.

Members Present: Chair Lawanna Strowbridge, District 2
Vice-Chair Sandra Jackson, District 2
Barri McMillion, Mayor
Diane Chisholm, District 1
Annette Mitchell, District 2

Not Present: Gloria Docilait, District 3 (Excused)

Also Present: Elizabeth Ricci, City of Deerfield Beach
Carolyn Marshall, City of Deerfield Beach
Monique Spencer, City of Deerfield Beach
Teresa Rynard, City of Deerfield Beach
Attorney Milton R. Collins, City Attorney's Office

2. Approval of April 28, 2022 Minutes

- Motion was made by Ms. McMillion and seconded by Ms. Mitchell to approve the minutes of April 28, 2022. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0-

3. Old Business

a. Board Sunset – Status Update

- Attorney Milton informs the board he will be having a meeting with the city manager to discuss the formal letter for approval and will share any updates once advised on the next steps.

b. Committee Assignments

- N/A

c. Juneteenth

- Budget
 - Motion was made by Ms. McMillion and seconded by Ms. Mitchell to move forward with Shay Goddard to fill in the slot for Gospel Choir with a 2-song selection. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0
 - Board members Ms. McMillion and Ms. Chisholm will be reaching out to rib and brisket vendors to complete the tasting portion of the vent.
 - Board would like the City to reach out to the PAM department, to ask if they will be present in the video being made.
 - Motion was made by Ms. Chisholm and seconded by Ms. Jackson to include 2 bounce houses in the event activities. One for the young children and another for the older children. Voice Vote: Yeas: 4 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, and Annette Mitchell; Nays: 1- Barri McMillion

- Entertainment & Timeline– Art & Soul
- Vendor Applications
- Flyers/Banners
- Email/Radio/Promo
 - Motion was made by Ms. Chisholm and seconded by Ms. Jackson to consider air time with 99 Jamz as a marketing strategy for this event. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0-
 - Motion was made by Ms. McMillion and seconded by Ms. Jackson to have Mrs. Ricci move forward with additional marketing with Sun sentinel for \$250. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0-
 - Motion was made by Ms. Chisholm and seconded by Ms. Jackson to not exceed \$3,000 for radio advertisement. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0-
- T-Shirts:
 - Mrs. Spencer informs the board that the T-shirt order to be sold at the event has been placed and we are waiting on a quote to proceed.
- Volunteer Solicitation
 - Mrs. Ricci informs the board that we will be working with the city's volunteer coordinator as well as reaching out to the Key Club.
 - The board would like Mrs. Ricci to reach out to Tremaine Hall and Mrs. Hill from Deerfield Beach.
- Décor
 - The board informs the city staff to do an inventory of all the items leftover for décor.
- Sponsorship plan and packages
 - Motion was made by Ms. McMillion and seconded by Ms. Chisholm to allocate \$1,500 for refreshments, water, and meals for the board, staff, and volunteers for this event. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0
 - Ms. Chisolm has reached out to Popeye, Publix, Outback, Hilton (DoubleTree), Embassy Suites, JM Family, Dunkin Donuts, JB's, Wyndham, and Tajuana Taxi. Outback and Publix have confirmed they will be donating.
 - Motion was made by Ms. Jackson and seconded by Ms. Mitchell to purchase bags, water bottles, wrist bands, and fans for giveaways for the event. Voice Vote: Yeas: 4 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Barri McMillion, and Annette Mitchell; Nays: 1- Diane Chisholm
 - Motion was made by Ms. Jackson and seconded by Ms. Chisholm to continue with planning the Black Heritage Banquet and appoint Barri to communicate with Braithwaite School and start the planning. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0-

- Motion was made by Ms. McMillion and seconded by Ms. Jackson to extend the meeting for 15 minutes. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0
- Motion was made by Ms. McMillion and seconded by Ms. Jackson to donate \$150 to each of the ladies performing 2 dances for the event. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0
- Motion was made by Ms. McMillion and seconded by Ms. Chisholm to table the remainder of the agenda until the next meeting. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0

4. MLK 2023 Update

- Theme
- Event Outline/Logistics
- Entertainment
- Volunteer Information
- Social/Hospitality
- Sponsorship

5. Black Heritage 2023 Update

- Theme Event
- Outline Logistics
- Entertainment
- Volunteer Information
- Social/Hospitality
- Sponsorship

6. New Business /Proposals

- N/A

7. Comments from Chair & Vice Chair

- N/A

8. Comments from Board

- Ms. Chisholm and Ms. Jackson apologize to the board for being tardy.

9. Comments from Staff

- N/A

10. Comments from Alternates

- N/A

11. Comments from the Public

- N/A

12. Next Meeting: June 9, 2022

13. Adjournment

- Motion was made by Ms. Jackson and seconded by Ms. Chisholm to adjourn the meeting. Voice Vote: Yeas: 5 - Chair Lawanna Strowbridge, Vice-Chair Sandra Jackson, Diane Chisholm, Barri McMillion, and Annette Mitchell; Nays: 0-

Approved Lawanna Strowbridge Date 06/02/2022

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
February 28, 2022

The virtual meeting was called to order at 9:00 A.M. at. Those persons present were:

TRUSTEES

Richard Giuffreda
 Andy Gianino
 Robert Schnakenberg
 Robert Amata

OTHERS PRESENT

Adam Levinson, Board Attorney
 Amanda Kish, Administrator
 Dave West, Investment Monitor
 Doug Lozen, Foster, and Foster by phone
 Eric Leventhal, KSDT

PUBLIC COMMENTS

There were no public comments.

MINUTES

The Board reviewed the minutes of the meetings of November 1, 2021.

A motion was made, seconded, and carried 4-0 to approve minutes of the meetings of November 1, 2021.

AUDITOR REPORT

Mr. Leventhal presented the Audit for fiscal year end September 30, 2021. That his firm is issuing a clean unmodified opinion which is the highest opinion that can be given. Mr. Leventhal reviewed the management discussion and analysis and financial highlights. The Plan's net position for 2021 was \$49,282,837 which is 20% higher than last years. The net investment income was \$ \$10,738,7941, which was an overall increase. The plan's administrative expenses decreased versus 2021. Overall the expenses were consistent with prior years and were reasonably in line with what they see in the other plans of the same size. Mr. Leventhal stated that there were no issues with management or services providers. He stated that there were no significant adjustments that had to be made and there were no material weaknesses or significant deficiencies.

Mr. Leventhal address last two pages in the audit that are new to the report. He reviewed the pages in detail. He briefly reviewed the manager representation letter.

Mr. Leventhal informed that the Annual Report will be filed on March 15th. He stated that the firm hired additional employees to insure that the annual report is filed prior to states deadline.

A motion was made, seconded, and carried 4-0 to approve the Audit for the fiscal year ended September 30, 2021.

A motion was made, seconded, and carried 4-0 to approve the Manager Representation Letter.

ACTUARY REPORT

Mr. Lozen appeared before the Board to present the Actuarial Valuation as of October 1, 2021. Mr. Lozen stated that the experience was more favorable than expected. The gain is due to a net investment gain. The investment return exceeded experience at 10.11%. Mr. Lozen stated that the members of the Plan would be receiving a COLA this year in the amount of 4.00% due to the plans favorable experience. Mr. Lozen informed the Board that within the next few years the city contribution will be substantially lower. The total required contributions to the Plan for the fiscal year ending September 30, 2021, was \$2,309,274 with \$ 205,451 from the State, Mr. Lozen advised that the funded ratio decreased this year from 68.5% vs 71%.

Mr. Lozen reviewed the impact statement regarding an insurance stipend. The Board held a discussion regarding the insurance stipend. They suggested the plan attorney to present the stipen to the commission and be available to questions.

A motion was made, seconded, and carried 4-0 to approve the Actuarial Valuation.

The plan attorney addressed the 13th check distribution. He stated that if all the members received the payment then no action was necessary.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending December 31, 2021. He reviewed the performance through the quarter ending December 31, 2021. The asset allocation as of December 31, 2021, was 42.1% in domestic equities; 15.3% in international equities; 24.1% in fixed income; 14.7% in real estate; and 3.1% in cash. The total Fund was up 3.49% net of fees for the quarter ending December 31, 2021, while the benchmark was up 5.71%. The plan was in the 79th percentile. He continued to review the report. The total equity portfolio was up 4.06% while the benchmark was up 5.71%. The total domestic equity portfolio was up 4.06 % while the Russell 3000 was up 7.28%. The total international equity portfolio was down -0.05% while the benchmark was up 1.82%. The total fixed income portfolio was up 1.11% while the benchmark was up 0.59%. The total real estate portfolio was up 9.55% while the NCREIF was up 7.70%.

ADMINISTRATOR REPORT

The Board was presented with a list of disbursements.

A motion was made, seconded, and carried 4-0 to approve the listed disbursements.

ATTORNEY REPORT

OTHER BUSINESS

Respectfully submitted,

Andrew Gianino, Secretary



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings are located at
Doubletree Hotel, Hillsboro Blvd., Deerfield Beach, Fl.

Minutes of the meeting held on February 21, 2022

Trustees:

Robert Weech, Chairman – Present
Dan Frazer, Trustee – Present
Stephen Hill, Trustee – Present
Bruce Young, Trustee - Present

Trustees Not Present:

Jonathan Campbell, Trustee

Also in Attendance:

Jens Ernberg, Capital Dynamic
Alexander Hahn, Capital Dynamic
Michael Lucci, Bloomfield Capital
Jason Jarjosa, Bloomfield Capital
Eric Leventhal, KSDT & Co., LLC
Burgess Chambers, Burgess Chambers & Associates
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Paula Freiman, Freiman Little Actuaries
Richelle Levy, Lorium Law Uncommon Perspective, Fund Counsel
Chad Little, Freiman Little Actuaries
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.

The Chairman called the meeting to order at 8:33 A.M.

TRUSTEE COMMENTS

None

MINUTES

The Chairman asked if anyone had any questions regarding the minutes of the meeting held on September 27, 2021,

A motion made by Trustee Young seconded by Trustee Hill to approve the meeting minutes held on September 27, 2021 motion passed unanimously.

ACTUARY

Ms. Freiman discussed the Deerfield Beach Municipal Firefighters' Pension Trust Fund Actuarial Valuation as of October 1, 2021. She gave a brief description of her background for the sake of the new Trustee and thanked the Board for allowing their actuarial firm to handle their Plan.

This report provides a review of the current funded status of the Plan, establishes the minimum funding requirements for the fiscal year ending September 30, 2022, and provides an analysis of experience since the last valuation. In addition to summarizing and deriving actuarial findings, this report describes the data, assumptions, and methods used to create these results.

She discussed highlights of the following:

Board Summary

Summary of Principal Valuation Results
Summary of Significant Events

Results Derivation

Financial Information	Unfunded Accrued Liability
Present Value of Benefits Determination)	Cumulative Actuarial Experience (for Variable Benefit
Accrued Liability	Minimum Funding Requirements
Normal Cost	Reconciliations

Accounting Information

Information Required by GASB 67/68
Statement of Accumulated Plan Benefits (FASB 35)
Other Disclosures Required by the State of Florida
Required Disclosure Under F.S. 112.664(1)
Required Disclosure Under F.S. 112.564(2)(b)2

Supplementary Information

Summary of Participant Data
Outline of Plan Provisions
Description of Assumptions and Methods
Glossary of Actuarial Terms

After in-depth discussions of the un-funded liability, assumed rate of return, smoothing of assets, DROP balances, etc., Ms. Freiman responded to all questions, and the following Motion was made,

A motion made by Trustee Young seconded by Trustee Frazer to approve the Deerfield Beach Municipal Firefighters' Pension Trust Fund Actuarial Valuation as of October 1, 2021 motion passed unanimously.

Mr. Little reminded the Board that a declaration letter to the State confirming the rate of return of 7.25% should be sent.

A motion made by Trustee Hill seconded by Trustee Young to authorize the Administrator to send the declaration letter to the State as mentioned above Motion passed unanimously.

This concluded the Actuary's report.

AUDITOR

Mr. Leventhal presented the Deerfield Beach Municipal Firefighters' Pension Trust Fund Financial Statements Year Ended September 30, 2021. He informed the Board that he does not anticipate any changes in the numbers; however, it is not final until the Board approves the Draft as presented. He advised the Board that they are issuing an unmodified opinion. The financial statements presented are generally following accepted accounting principles without modification.

Mr. Leventhal further discussed highlights of the Financial Statements regarding Statement of Fiduciary Net Position, Statement of Changes in Fiduciary Net Position and Notes to Financial Statements, Supplementary Information as it relates to Schedule of Administrative Expenses, Schedule of Contributions from Employer and Other Contributors, Schedule of Investment Returns and Schedule of Changes in the Employer's Net Pension Liability and Related Ratios.

Mr. Leventhal discussed the results of the Statement of Changes in Fiduciary Net Position and Notes in detail.

The Chairman asked Mr. Leventhal to confirm if his firm audited all the investment account balances. Mr. Leventhal responded affirmatively.

The Chairman asked why the Chapter State monies went down from the previous year. Ms. Levy responded that the State the Department of Revenue allocates the initial and supplemental check to each Fire Pension Plan, a certain portion the State retains for the Fire Education Fund.

Mr. Leventhal discussed the report regarding Internal Control. He reminds the Board that they engaged KSDT to look at the numbers that he just discussed today and did not specifically engage the firm to look at internal control matters. However, if, during the audit, they found either significant deficiencies or material weaknesses in internal controls, they are required to advise the Board, and he was pleased to report that they found no significant deficiencies or material weaknesses in the course of the audit.

There being no further questions,

A motion made by Trustee Frazer seconded by Trustee Young to approve the Deerfield Beach Municipal Firefighters' Pension Trust Fund Financial Statements Year Ended September 30, 2021, as presented Motion passed unanimously.

Mr. Leventhal advised the Board that the representation letter is part of a Professional Standard Requirement.

A motion made by Trustee Hill seconded by Trustee Frazer to authorize the Chairman to sign the representation letter as stated above Motion passed unanimously.

This concluded the Auditor report.

INVESTMENT

Capital Dynamic – James Ernberg & Alexander Hahn

Mr. Hahn gave a brief history of the company and team members. He pointed out that they focus on the lower middle market, private equity, clean energy infrastructure, and personal credit.

They stated that they think private credit is an effective fixed-income alternative in today's high inflation market.

The Chairman asked if Capital Dynamics had ever issued a bad loan, and what the net results were. Mr. Enberg responded that rarely do they encounter that circumstance, and he explained how they deal with those situations favorably. After discussing aspects of their presentation, they asked if there were any questions.

There being no further questions, this concluded their report.

Mr. Chambers discussed the logistics of investing with Capital Dynamics vs. the existing portfolio diversification and the expenses. Mr. Chambers commented that this is a good company, and they have been doing this for a long time. However, he recommends that the Board wait a little more time, and evaluate the cash flow needs of this Fund. The Chairman asked Mr. Chambers to come back to the Board when he feels the right time to move forward.

Bloomfield Capital – Michael Lucci & Jason Jarjosa

Mr. Jarjosa thanked the Board for the opportunity to present to them. Before his presentation, Mr. Chambers asked Mr. Jarjosa if he could address the fee structure. Mr. Jarjosa commented that he understands why their fees are questions. He further added that their fees make them look pricier, but he thinks that once they know what it is that they do and why it is so labor-intensive, their fees make sense. He pointed to the net returns and how they outperform from a risk-adjusted basis. Bloomfield adjusted so that fee they don't get that 1% until the Fund makes the seven and a half percent. He further added that the Fund receives the net gains quarterly.

At this time, Mr. Jarjosa gave a brief overview of the firm and a more detailed explanation of its investment strategy, market opportunity, and maximized risk-adjusted return. He discussed how Bloomfield's portfolio is diversified, for example, it includes Retail, Multifamily, Hospitality, Office, Industrial, and more. Their focus is on generating yield and return and cash flow distributions as safely as possible and their investments.

Trustee Hill asked if they were to invest in this product, what is the timeframe be for the investment. Mr. Jarjosa responded it would be anywhere from 6 to 12 months. During that time, the Plan would be earning a distribution quarterly. Conservatively speaking, if the Plan invested in what they call one Fund, they could expect a four-year cycle to get all the capital back depending on what goes on in the marketplace.

Ms. Levy asked when the distributions would start. Mr. Jarjosa responded immediately. For example, if the capital call was in February, the first distribution would be seven and a half % annualized return and would be distributed after March 31 quarter ends; therefore, the distribution would be paid in April.

This concluded the Bloomfield presentation.

Mr. Burgess discussed with the Board the differences between the two investment companies in terms of their investment strategies, fees, distributions, etc.

The Board asked Ms. Levy to review the legal documents from the two companies who presented and report her findings at the next meeting.

At this time, Mr. Chambers gave a brief overview of the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending December 31, 2021.

Following are a few highlights of the Investment Summary Report results for the following periods:

The Quarter the Trust earned \$5.7 million or +3.7% net;
For the one year, the Trust earned \$20.4 million or +14.4% net (top 29th percentile);
For the three-year, the Trust earned \$61.3 million or +16.8% net (top 8th percentile);

For the five-year, the Fund earned \$68.9 million, on average, +11.3 net (top 22nd percentile)
For the seven years, the Fund averaged +9.4% gross per year and ranked in the top 30th percentile;

Mr. Chambers added that in October, the Board approved liquidating \$2 million from the Garcia Hamilton account to fund the Fidelity US Bond Index Fund.

In December, the Plan raised \$300K from Zeigler's large-cap value, \$500K from Eaton Vance's large-cap growth, and \$200K from Kayne's mid-cap for plan expenses.

This concluded the investment report.

OLD BUSINESS

None

PUBLIC FORUM

None

NEW BUSINESS

None

ATTORNEY'S REPORT

Ms. Levy discussed the Deerfield Beach Municipal Firefighters Retirement System Travel and Reimbursement Policy. She stated that Florida Statutes have a policy in place, and it says that you have to, as an Advisory Board, use their travel policy unless the Board has its own. She discussed the provisions of the policy and answered Trustee questions accordingly.

A motion made by Trustee Hill seconded by Trustee Young to approve the Travel Policy as stated above Motion passed unanimously.

The next item Ms. Levy discussed was notification to the City Clerk's office regarding the Trustee appointment. She advised the Board that the information must be no later than the same day of a Trustee appointment or Trustee resignation. The Administrator must notify the City Clerk's office of that nomination or resignation by email when this action occurs.

The next item Ms. Levy discussed was House Bill 453, the statute regarding the presumption under the heart Bill. This Bill requires the member to have a pre-employment physical that shows no evidence of the condition. If the member did not have a pre-employment physical or no one can find one, including the employer, the member is not entitled to the presumption. This law has changed that provision. This Bill was originally only for Police Officers. However, they now have amended the Bill to include Firefighters. Furthermore, the employer must do a pre-employment physical and keep it for a certain period. The firefighter is entitled to the presumption if the employer did not do one or cannot find it. This Bill is now on the second reading.

The next item discussed House Bill 557. This House Bill is related to Fire Investigator Cancer Treatment Benefits; it revises the definition of the term "firefighter" to include full-time Florida-certified fire investigators to expand eligibility for certain cancer treatment benefits to include such investigators. It is currently added to the Commerce Committee Agenda.

The next item discussed is Senate Bill 264. This Bill has to do with Firefighter Inquiries and Investigations, providing that firefighters have certain rights during an informal inquiry; she further added that this Bill originally pertained to Formal Investigations and now was amended to include Informal Investigation.

The next item discussed is Bill 1748, which provides an additional Homestead Property Tax Exemption for Class Room Teachers, Law Enforcement Officers, Firefighters, Child Welfare Professionals, and service members. She brought out that additional exemption of up to \$50,000 on an assessed value greater than \$100,000 and a \$150,000 exemption for other types of levies. She will continue to keep the Board updated as it moves forward.

The next item discussed is House Bill 689 is, a Workers' Compensation Benefits for First Responders. This Bill provides that time for specified notice in some instances is measured from the time of qualifying event or diagnosis of the disorder, rather than the manifestation of disease, whichever is later.

This concluded the attorneys' report.

ADMINISTRATOR

Mr. Falcon asked the Board to review the disbursements prepared for City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications for 9/23/2021-11/30/2021 for \$128,352.42 and from 12/1/2021-1/31/2022 in the amount of \$175,019.58.

A motion made by Trustee Young seconded by Trustee Frazer to approve the City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications as mentioned above Motion passed unanimously.

Mr. Falcon advised the Board that one of the retirees advised him after sending out the email notification of the meeting that he should pass on that the retiree believed that a new variable benefit is timely.

This concluded the Administrator's report.

ADJOURN

The Board scheduled the next regular pension meeting for **June 6, 2022, at 8:30 A.M.**

There being no further business to discuss,

A motion was made by Trustee Hill, seconded by Trustee Frazer and unanimously passed to adjourn the meeting at 12:05 P.M.



City Commission Meeting - June 21, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 21, 2022, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The June 21, 2022, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the June 21, 2022 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on June 21, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87204779153?pwd=VHF3cmo3OFRKVnJKcXFWUC93YktWUT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (312) 626-6799, Meeting ID: 872 0477 9153#, Participant ID: #, Passcode: 980803#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on June 21, 2022, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1293

Agenda Date: 6/21/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, granting a 10 foot by 10 foot utility easement on the southeast corner of State Road A1A and NE 2nd Street to Florida Power & Light Company for the S-Curve Utility Undergrounding and Streetscape Project; authorizing execution of the Easement; providing for implementation, conflicts, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

During design development of the CRA S-Curve Utility Undergrounding and Streetscape Improvement project, FPL identified seven easements on City or private properties that are needed to complete S-Curve utility undergrounding. Easement numbers two through seven have been approved and recorded, but staff were unable to obtain approval from the property owner for easement number one. FPL's redesign of the utility undergrounding proposes an alternate location for easement number one within a City-owned Right of Way. Easement number one is 10' x 10' and will be in a landscape bed in the SE corner of the Right of Way. All easement agreements with FPL are non-exclusive and may also provide space for undergrounding of AT&T and Comcast utilities.

Current Activity

Project engineering consultant Carnahan Proctor & Cross prepared the Easement agreement along with the Sketch and Description for this FPL easement.

Recommendation

Staff recommends approving the Resolution granting the easement to enable the S-Curve undergrounding project to proceed.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, GRANTING A 10 FOOT BY 10 FOOT UTILITY EASEMENT ON THE SOUTHEAST CORNER OF STATE ROAD A1A AND NE 2ND STREET TO FLORIDA POWER & LIGHT COMPANY FOR THE S-CURVE UTILITY UNDERGROUNDING AND STREETSCAPE PROJECT; AUTHORIZING EXECUTION OF THE EASEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the “CRA”) is in the final design and permitting stages of the S-Curve Utility Undergrounding and Streetscape Project (the “Project”); and

WHEREAS, during design development of the Project, Florida Power & Light Company (“FPL”) identified seven easements on City or private properties that are needed to complete the Project; and

WHEREAS, easements two through seven have been approved and recorded, but staff was unable to get approval from the property owner for easement number one; and

WHEREAS, FPL’s redesign of FPL’s utility line undergrounding proposes an alternate location for easement number one within a City-owned right-of-way; and

WHEREAS, the new location for easement number one is 10’ x 10’ in size and will be in a landscape bed in the southeast corner of the right-of-way located at the intersection of State Road A1A and NE 2nd Street, as more fully described in the Easement, attached as Exhibit “A” (the “Easement”); and

WHEREAS, the Easement to be granted to FPL is non-exclusive thereby also providing space for undergrounding of ATT and Comcast utilities in the same easement area; and

WHEREAS, the City Commission finds that granting the Easement to FPL to help facilitate the Project serves a municipal purpose and is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby grants the Easement, as specified in Exhibit “A,” to FPL, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including execution of the Easement.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part of application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Work Request No. 9579788Sec. 5, Twp 48 S, Rge 43 EParcel I.D. Deed number, O.R.B.9315, Pg. 355

(Maintained by County Appraiser)

**EASEMENT
(BUSINESS)**

This Instrument Prepared By

Name: LANDON M. CROSSCo. Name: CARNAHAN PROCTOR & CROSSAddress: 814 S. MILITARY TRAIL
DEERFIELD BEACH, FL 33442

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("FPL Easement #1")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity Name: CITY OF DEERFIELD BEACH

By: _____

(Witness' Signature)Print Name: _____
(Witness)Print Name: DAVID SANTUCCI - CITY MANAGERPrint Address: 150 NE 2ND AVE._____
(Witness' Signature)DEERFIELD BEACH, FL 33441Print Name: _____
(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____



CERTIFICATE OF AUTHORIZATION NO. LB 2936

CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 SOUTH MILITARY TRAIL, DEERFIELD BEACH, FL 33442
PHONE: (954) 972-3959 FAX: (954) 972-4178
www.carnahan-proctor.com

EXHIBIT "A"
SKETCH AND DESCRIPTION
FPL EASEMENT #1

DESCRIPTION:

A PORTION OF LOT 33, BLOCK 11, ACCORDING TO THE PLAT "OCEAN VUE", AS RECORDED IN PLAT BOOK 3, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 35, BLOCK 11, THENCE SOUTH 88°28'55" WEST, ALONG THE SOUTH LINE OF SAID BLOCK 11, BEING ALSO A NORTH RIGHT-OF-WAY LINE STATE ROAD A-1-A, FOR 167.59 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 88°28'55" WEST, ALONG SAID SOUTH BLOCK LINE TO THE SOUTHWEST CORNER OF LOT 33, FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 01°31'05" WEST, ALONG THE WEST LINE OF SAID LOT 33, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°28'55" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°31'05" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINS 100 SQUARE FEET MORE OR LESS.

NOTES:

1. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR A CERTIFIED DIGITAL SIGNATURE OF A REGISTERED FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE BASE MAPS FOR RIGHT-OF-WAY LINES AND BASE LINES WERE TAKEN FROM **FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTROL SURVEY FOR STATE ROAD A-1-A, SECTION 86050-1510.**
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. LAND DESCRIPTION SHOWN HEREON IS PREPARED BY THE SURVEYOR.
5. THIS IS NOT A SURVEY.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH AS SHOWN HEREON CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LANDON M. CROSS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS3348

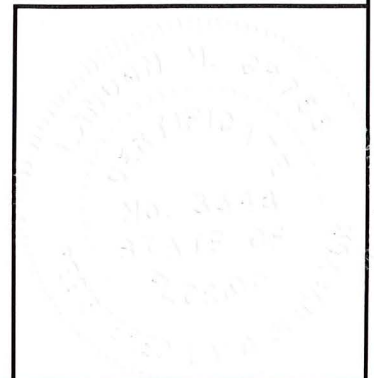
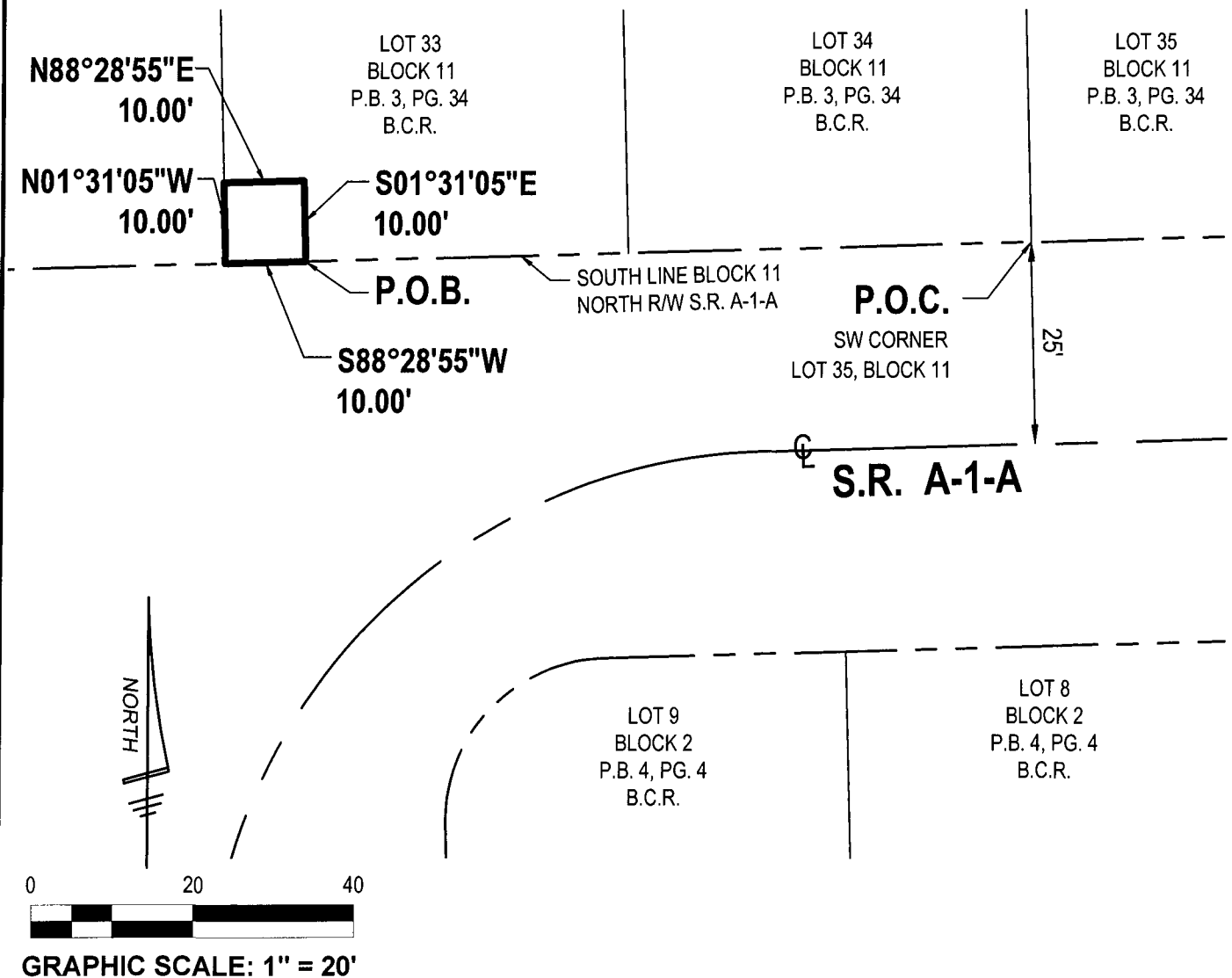


EXHIBIT "A" **SKETCH AND DESCRIPTION** **FPL EASEMENT #1**

ABBREVIATION:

CL = CENTERLINE
 B.C.R. = BROWARD COUNTY RECORDS
 N.T.S. = NOT TO SCALE
 P.B. = PLAT BOOK
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R/W = RIGHT OF WAY
 S.R. = STATE ROAD



PROJECT NO. 200311 FPL ESMT #1	SCALE: 1" = 20'
A-1-A	DATE: 3/29/2022
DWG. BY: NI	SKETCH AND DESCRIPTION
CH'D BY: LMC	SHEET 2 OF 2 SHEETS


CPS
 CARRAHAN PROCTOR & CROSS



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1303

Agenda Date: 6/21/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #22-12-JW for executive recruitment services to the three responsive and responsible proposers; providing for execution of contracts for recruitment services on an as needed basis; and providing for an effective date. (Funds from Other Contractual Services accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: TBD

Account Name: Other Contractual Services

Account Number: Varies (Based on Department needs)

Background/History

The City's current contract for Executive Recruitment Services expires in August 2022. Given the technical and specialized needs of some positions, having firms on contract provides additional recruitment options.

The City issued Request for Qualifications #22-12-JW (the "RFQ") for Executive Recruitment Services (the "Services"). On May 12, 2022 at 1:00 p.m., the Purchasing and Contract Administration Division unsealed the three responses that were timely received, and reviewed the responses to ensure they met the RFQ requirements. The evaluation committee members independently reviewed and scored the three responses in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting. The evaluation committee meeting was held on May 24, 2022 to score the responses based on the weighted criteria stated in the RFQ. Following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the ranking and award a contract to the three ranked proposers as follows: GovHR USA, LLC, Colin Baenziger & Associates, and Wolfcreek Consulting, Inc. (collectively, the "Proposers").

Current Activity

Staff recommends that the City Commission approve the rankings and award contracts to the three Proposers, and authorize execution of contracts with the Proposers for the Services on an as needed basis for one-year terms, with four additional one-year renewal periods. The City only expends funds for services if a recruitment firm on contract is engaged.

Recommendation
Approval

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS #22-12-JW FOR EXECUTIVE RECRUITMENT SERVICES TO THE THREE RESPONSIVE AND RESPONSIBLE PROPOSERS; PROVIDING FOR EXECUTION OF CONTRACTS FOR RECRUITMENT SERVICES ON AN AS NEEDED BASIS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Request for Qualifications #22-12-JW (the “RFQ”) for Executive Recruitment Services (the “Services”) was advertised in the legal notices section of the Sun-Sentinel on April 12, 2022, and the notice was also sent to 171 prospective offerors via the e-Procurement Marketplace; and

WHEREAS, 16 vendors viewed the RFQ documents; and

WHEREAS, on May 12, 2022 at 1:00 p.m., the Purchasing and Contract Administration Division unsealed the three responses that were timely received, and reviewed the responses to ensure they met the RFQ requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the three responses in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on May 24, 2022 to score the responses based on the weighted criteria stated in the RFQ; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the ranking and award contracts to the three ranked proposers as follows: GovHR USA, LLC, Colin Baenziger & Associates, and Wolfcreek Consulting, Inc. (collectively, the “Proposers”); and

WHEREAS, the evaluation committee recommends that the City Commission approve the rankings and award contracts to the three Proposers, and authorize execution of contracts with the Proposers for the Services on an as needed basis for one-year terms, with four additional one-year renewal periods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the evaluation committee's ranking and the award of the RFQ for the Services to the Proposers.

Section 3. The City Manager is hereby authorized to execute contracts with the Proposers for the Services on an as needed basis for one-year terms, with four additional one-year renewal periods, consistent with the terms of the RFQ, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Amanda Robin, Director of Human Resources and Risk Management

FROM: Jeremin Worlds, Senior Buyer

THRU: Stephanie Tinsley, Chief Financial Officer

DATE: May 25, 2022

RE: **Executive Recruitment Services, RFQ #22-12-JW**

The Purchasing and Contract Administration Division recently issued a Request for Qualifications for Executive Recruitment Services, RFQ #22-12-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFQ was advertised in the legal notices section of the Sun-Sentinel on April 12, 2022.
- The notice was also sent to one hundred and seventy-one (171) prospective Offeror's via the e-Procurement Marketplace.
- Sixteen (16) vendors viewed the documents of the RFQ.
- On May 12, 2022 at 1:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements.
- Subsequently, each member of the evaluation committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, and evaluation sheets.
- Each evaluation committee member independently reviewed and scored the responses in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting held on Tuesday, May 24, 2022 at 10:00 a.m. EST. The Evaluation Committee consisted of: Amanda Robin, Director, Human Resources and Risk Management; Karen Belle-Pierre, Assistant Director, Human Resources; and Stephanie Tinsley, Chief Financial Officer.

- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualification and Previous Executive Search Experience in the Public Sector	3
Recruitment Plan and Approach	3
Qualifications, experience and Availability of Principle and Staff	2
Understand the Project and City's Objectives	2

- The proposals were ranked (After Evaluation Committee Members Independent Review) as follows:

	Amanda Robin	Karen Belle-Pierre	Stephanie Tinsley	Total	Ranking
GovHR USA, LLC	82 / ¹	81 / ²	84 / ¹	4	1
Colin Baenziger & Associates	81 / ²	86 / ¹	79 / ²	5	2
Wolfcreek Consulting Inc.	63 / ³	61 / ³	65 / ³	9	3

- One (1) Proposer (Wolfcreek Consulting Inc.) provided evidence for the Disadvantaged Business Enterprise (DBE) Program stated in the RFQ documents.
- As required per City Ordinance Section 38-130, the Evaluation Scores for the one (1) Proposer were adjusted upward by five (5) percent. The adjusted evaluation score is reflected in the ranking chart below.

	Amanda Robin	Karen Belle-Pierre	Stephanie Tinsley	Total	Ranking
GovHR USA, LLC	82 / ¹	81 / ²	84 / ¹	4	1
Colin Baenziger & Associates	81 / ²	86 / ¹	79 / ²	5	2
Wolfcreek Consulting Inc.	66.15 / ³	64.05 / ³	68.25 / ³	9	3

- After Evaluation Committee Members Discussion of the Proposals the scores were not changed.
- Following the initial ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking

and award a contract to all three (3) ranked Proposers (GovHR USA, LLC, Colin Baenziger & Associates, Wolfcreek Consulting Inc.). This will be a multiple award contract that provides a pool of contractors for Executive Recruitment Services.

- Reference checks were conducted on all three (3) ranked Proposers and revealed positive ratings.
- The contract term shall be one (1) year with the option to renew for four (4) additional one (1) year period.
- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending approval of the rankings and awarding a contract to all three (3) ranked Proposers.

Please use this memorandum and all attachments as your backup to the City Manager for the next available Commission Meeting.

Att: Scope of Work

SCOPE OF WORK

1. Background

- a. The City of Deerfield Beach is a South Florida coastal community of 78,000 residents located in Northern Broward County. The City is midway between Fort Lauderdale and West Palm Beach and is neighbored by Boca Raton, Coral Springs and Pompano Beach. This 16.3 square mile community and is home to a diverse residential, commercial and industrial population.
- b. The City of Deerfield Beach (City) is actively seeking proposals from qualified firms to provide executive search and recruitment services to assist the City with the successful hiring of key management positions upon vacancy.
- c. The purpose of this Request for Qualifications (RFQ) is to contract with a pool of firms for Executive Recruitment Services as outlined in this RFQ. Selected firms will submit a proposal upon engagement to conduct services and the City will select the firm that's proposal best meets the needs and cost of the City.

2. Scope of Work

The services and tasks listed below represent the minimum services required to be performed by the successful respondent if engaged to conduct an executive recruitment on behalf of the City.

a. Marketing

- i. Develop the ideal profile for the position after consultation with the City Manager, Director of Human Resources and Risk Management, and other necessary staff, to obtain information regarding specific issues and opportunities facing the City; the desirable education, experience, and background of the candidate; and identification of the management skills and style that are appropriate for the position.
- ii. Develop and implement a marketing strategy to identify qualified candidates, including the placement of advertisements in appropriate local government publications or websites, professional journals or websites, publications and all web-based forms of communication. Advertising should include strategy for recruitment of diverse candidates. All advertising must be approved by the City prior to placement.
- iii. Develop and implement a strategy for producing direct "mailers" or phone calls nationwide to prospective candidates or sources in the field for which the City is searching for a candidate.

b. Sourcing

- i. Review all initial materials submitted by prospective applicants.
- ii. Develop and implement a screening process that narrows the field of those whose background, experience, and education best meet the needs of the City.
- iii. Conduct preliminary telephone or video interviews of screened candidates.
- iv. Provide written reports of all findings.

c. Assessment

- i. Prepare and deliver a product in the form of a search report that recommends the top group of candidates and provides the City with detailed information about applicant's background and experience acquired from interviews and other sources.
- ii. Recommend and finalize a process with the City Manager and Director of Human Resources and Risk Management for interviews and coordinate candidate's participation in interviews to include assisting with travel arrangements if necessary.
- iii. Facilitate the selection process and final interview, including the development of interview questions.

d. Reference and Background Checks

- i. Provide a process for reference checks of candidates at each stage of the process including the qualification stage and the shortlist stage.
- ii. Ensure background checks include educational and employment backgrounds, financial/credit, newspaper, web research and criminal and civil litigation checks.
- iii. Background checks shall also include a review of the applicant's technical ability, as well as the applicant's ability to effectively interact and communicate with the community and co-workers, both publicly and privately.
- iv. Additional background screenings may be required based on the position and the requirements of the respective Department.

e. Consulting

- i. Review current compensation package and recommend changes, if necessary, based upon market and competitive conditions within City policy constraints.
- ii. Assist in negotiating a total compensation package with the desired candidate.
- iii. Provide the Director of Human Resources and Risk Management with regular written status reports and keep candidates apprised of their status.
- iv. Develop a timeline for various activities during the process including specific actions necessary by both parties and key decision points.
- v. Facilitate and deliver on-going communication, oral presentations, and detailed progress reports throughout the contract. May require final public interviews and presentation to City Commission.
- vi. Develop a review process for screening applicants that may involve City employees.
- vii. Provide, upon request, related consulting services not specifically listed, that may be necessary in the recruitment process.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1310

Agenda Date: 6/21/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Gladstone & Associates, LLC for consulting services for the Community Services Department for a one-year term in an amount not to exceed \$45,175.00, with one, one-year renewal option; waiving the requirements for competitive solicitations set forth in Sec. 38-127 of the Code of Ordinances; authorizing execution of the Agreement; providing for an effective date. (Funds from Account #001-1701-564-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$45,175

Account Name: Other Contractual Services

Account Number: 001-1701-564-32-99

Background/History

Gladstone and Associates, LLC (G&A) was established in 2018. Marva Ricketts, Principal Consultant, is a strategic professional with more than 20 years of hands-on experience in project and operations management, policy development, training and development, and budget analysis in executive public administration.

On May 20, 2022, G&A submitted a scope of services to the City of Deerfield Beach for professional consulting services in support of administering support of day-to-day operations for programs and services provided by the Community Services Department. The Department provides programs and services to promote independence, community engagement, and quality of life for the social, physical, and psychological well-being of adults, seniors, individuals with Alzheimer's disease, and children of Deerfield Beach and northeast Broward County.

Current Activity

G&A will provide onsite management, leadership, education, training, and development to the City of Deerfield Beach Community Services Department. Onsite leadership will be provided in conjunction with department management and in adherence to the City and CDC guidelines and regulations.

Section 38-116(3)(e) allows for the procurement of goods or services to be made without utilizing a sealed competitive method or written quotations method where the City Commission declares that the

sealed competitive method or written quotations method is not in the best interest of the City and finds that such acquisition will not inure to the financial disadvantage of the City.

Recommendation

Due to Gladstone's experience in the area of providing the Services and the urgency in which the Department needs the Services, staff recommends that the City Commission waive competitive solicitation requirements, and approve the agreement between the City of Deerfield Beach and Gladstone & Associates, LLC for consulting services for an amount not to exceed \$45,175. This agreement may be renewed for an additional one year upon mutual agreement of both parties.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GLADSTONE & ASSOCIATES, LLC FOR CONSULTING SERVICES FOR THE COMMUNITY SERVICES DEPARTMENT FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$45,175.00, WITH ONE, ONE-YEAR RENEWAL OPTION; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SEC. 38-127 OF THE CODE OF ORDINANCES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Gladstone & Associates, LLC (“Gladstone”) is a consulting firm with more than 20 years of hands-on experience in project and operations management, policy development, training and development, and budget analysis in executive public administration, specifically with experience in the day-to-day operations for programs and services provided by the Community Services Department (the “Department”); and

WHEREAS, the City is in need of consulting services for the Department; and

WHEREAS, Gladstone provided the City with a proposal to provide services in support of administering support of day-to-day operations for programs and services provided by the Department, including onsite management, leadership, education, training, and development to the Department in administering support of day-to-day operations (collectively, the Services”), in an amount not to exceed \$45,175.00; and

WHEREAS, Section 38-116(3)(e) of the City Code allows for the procurement of goods or services to be made without utilizing a sealed competitive method or written quotations method where the City Commission declares that the sealed competitive method or written quotations method is not in the best interest of the City and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, City staff recommends approving and authorizing execution of the agreement with Gladstone, attached as Exhibit “A,” for the Services for a one-year term, in an amount not to exceed \$45,175.00, with one, one-year renewal option (the “Agreement”); and

WHEREAS, due to Gladstone’s experience in the area of providing the Services and the urgency in which the Department needs the Services, the City Commission finds it to be in the best interest of the City to waive the competitive solicitation requirements and approve, and authorize execution of, the Agreement with Gladstone, attached as Exhibit “A,” for the Services in an amount not to exceed \$45,175.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby finds that it is in the best interests of the City to waive the competitive solicitation requirements with respect to the Services and Agreement, and that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Agreement with Gladstone, attached as Exhibit “A,” for the Services in an amount not to exceed \$45,175.00.

Section 4. The City Commission hereby authorizes the City Manager to execute the Agreement with Gladstone, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**AGREEMENT BETWEEN
THE CITY OF DEERFIELD BEACH AND
GLADSTONE & ASSOCIATES, LLC**

This is an Agreement (the "Agreement"), made and entered into on this ____ day of ____, 2022 (the "Effective Date") by and between the City of Deerfield Beach, Florida, a municipal corporation (the "CITY") and Gladstone & Associates, LLC (the "CONSULTANT") (collectively referred to as the "Parties").

WHEREAS, CONSULTANT is a firm that provides professional consulting services related to administering support of the day to day operations for programs and services provided by the Center for Active Aging; and

WHEREAS, the CITY desires to engage CONSULTANT to provide the services described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 CONSULTANT shall perform the professional consulting services related to administering support of the day to day operations for programs and services provided by the Community Services Department, as detailed in Exhibit "A," attached hereto and incorporated herein (the "Services"). To the extent of any conflict between the terms and conditions in this Agreement and Exhibit "A," the terms and conditions of this Agreement shall supersede Exhibit "A" and be binding and in full force and effect.
- 1.3 Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions and prices as set forth in this Agreement.
- 1.4 This is a non-exclusive Agreement. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the Agreement, if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the services to be provided under this Agreement.
- 1.6 This Agreement creates an independent contractor-CITY relationship. The CITY will not supervise the work of CONSULTANT. The CITY is interested only in the results achieved. CONSULTANT is solely responsible for the manner and method by which it provides the Services contemplated under this Agreement, and exercises exclusive discretion in this regard. CONSULTANT is also solely responsible for the conduct and control of its employees, representatives, or agents, and the work performed by those individuals. During the term of this Agreement, CONSULTANT will report to the Contract Administrator, who will act as the liaison between CONSULTANT and the CITY. CONSULTANT is not an agent of the CITY for any purpose. Where required by law,

CONSULTANT shall be solely liable for the compensation of its employees, agents or subcontractors (if any), for maintaining workers' compensation and unemployment compensation coverage for its employees, agents or subcontractors, and for filing all applicable returns. CONSULTANT shall be solely responsible for withholding and paying any and all Federal, State, and local taxes, Social Security payments, and any other applicable deductions, taxes, or payments, including, but not limited to, unemployment and other payroll taxes.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 This Agreement shall commence on the Effective Date and shall remain in effect for a one-year term, unless terminated as provided in this Agreement. This Agreement may be renewed for an additional one-year term upon mutual agreement by the Parties.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONSULTANT for the Services in an amount not to exceed \$45,175, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for the Services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount shall be paid to CONSULTANT to reimburse its expenses, unless authorized in this Agreement.
- 3.2 Compensation due to the CONSULTANT shall be payable within 30 calendar days following submission of a proper invoice to the CITY. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.
- 3.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONSULTANT at:

ARTICLE 4
TERMINATION OR SUSPENSION

- 4.1 This Agreement may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT'S repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.
- 4.5 In the event this Agreement is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.4 and 6.6 of Article 6.
- 4.6 Should at any time during the term of this Agreement, including any option terms, the CONSULTANT be in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the CONSULTANT until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

ARTICLE 5
EEO AND ADA COMPLIANCE

- 5.1 CONSULTANT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this

Agreement, or in subcontracting work in the performance of this Agreement. CONSULTANT shall include the foregoing or similar language in its Agreements with any subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

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

ARTICLE 6

MISCELLANEOUS

6.1 INDEMNIFICATION

CONSULTANT shall indemnify, hold harmless and defend the City and all of City's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") 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 (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of CONSULTANT, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement.

In the event any Claim is brought against an Indemnified Party, CONSULTANT shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Ten dollars (\$10.00) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the CONSULTANT.

6.2 GOVERNING LAW

This Agreement shall be construed in accordance with and be governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Broward County, Florida, in a court of competent jurisdiction.

6.3 RIGHTS IN DOCUMENTS AND WORK

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

6.4 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants that are related to this Project. CONSULTANT and its subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultant, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subconsultants shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subconsultants' records, CONSULTANT and its subconsultants shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subconsultants. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written Agreement, require its subconsultants to agree to the requirements and obligations of this Section 6.4.

6.5 SCRUTINIZED COMPANIES.

6.5.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if

CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

6.5.2 If this Agreement is for more than one million dollars, CONSULTANT certifies that it and its subconsultants 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 City may immediately terminate this Agreement at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants 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.

6.5.3 CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

6.5.4 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.

6.6 PUBLIC RECORDS.

CONSULTANT and its subcontractors shall comply with all requirements of the Florida Public Records Act, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If CONSULTANT does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in

such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
Telephone number: 954-480-4213
Email: WEB.CLERK@DEERFIELD-BEACH.COM

- a. COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONSULTANT or disputes between City staff and the CONSULTANT are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONSULTANT and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONSULTANT to follow any such determination could be considered a material breach and subject the CONSULTANT to termination for cause. The CONSULTANT agrees that any complaints received by the CITY concerning misconduct on the part of the CONSULTANT, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONSULTANT agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

- b. THIRD PARTY BENEFICIARIES

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

- c. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONSULTANT:

Gladstone & Associates, LLC

19366 SW 65th Street
Pembroke Pines, FL 33332

d. MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

e. SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

f. JOINT PREPARATION

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

g. WAIVER OF JURY TRIAL

By entering into this Agreement, CONSULTANT, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

h. AMENDMENTS AND ASSIGNMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf. CONSULTANT shall not transfer or assign the performance of the Services called for in

the Agreement without the prior written consent of the CITY, which may be withheld or conditioned in the CITY's sole discretion.

i. PRIOR AGREEMENTS

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

j. REPRESENTATION OF AUTHORITY

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

k. VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONSULTANT shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.

6.18 MULTIPLE ORIGINALS

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

ARTICLE 7
INSURANCE

7.1 The Consultant shall satisfy the insurance requirements stated herein. The Consultant shall not commence the work or otherwise perform the work as required by this Agreement until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the City. The Consultant shall assume full responsibility and expense to obtain all necessary insurance.

7.2 General

7.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. Consultant's failure to provide to City the Certificates of Insurance or endorsements evidencing the

insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

- 7.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
 - 7.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
 - 7.2.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Consultant uses a subconsultant, Consultant shall ensure that subconsultant names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 7.3 Consultant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN
THE CITY OF DEERFIELD BEACH AND
GLADSTONE & ASSOCIATES, LLC**

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

CONSULTANT

By: _____
Name: _____
Title: _____

This ____ day of _____, 20__.

CITY REQUIRES TWO (2) FULLY-EXECUTED AGREEMENTS, FOR DISTRIBUTION

Exhibit “A”

GLADSTONE and ASSOCIATES, LLC

City of Deerfield Beach
Scope of Services

May 31, 2022

Gladstone and Associates, LLC (G&A) offers the following specific SCOPE OF SERVICES to the City of Deerfield Beach (CITY) for professional consulting services in support of administering support of day-to-day operations for programs and services provided by the Community Services Department (the "Department"). The Department provides programs and services to promote the independence, community engagement, and quality of life for the social, physical, and psychological well-being of adults, seniors, individuals with Alzheimer's disease, and children of Deerfield Beach and northeast Broward County.

The objectives of G&A as it relates to this engagement are to administer support of day to day operations to include:

- Assist City in grant coordination for the provision of senior and community programs and services.
- Assist City in providing staff training and development for new and existing staff on policies, procedures, and software implementation.
- Assist City in reviewing and updating department policy and procedures.
- Assist City with the ongoing operations during the construction project.
- Assist City with technical and administrative assistance in the implementation of assistance programs.
- Assist City with miscellaneous services associated with the Department's grants, contracts, reporting and documentation.

Executive Summary:

Gladstone and Associates, LLC was established in 2018. Marva Ricketts, Principal Consultant is a strategic professional with more than 20 years of hands-on experience in project and operations management, policy development, training and development and budget analysis in executive public administration.

Project Objective:

To provide onsite management, leadership, education, training and development to the City of Deerfield Beach Community Services-Department in administering support of day to day operations. Onsite Leadership will be provided in conjunction with the department director and in adherence with the City and CDC guidelines and regulations.

Scope of Services:

1. The Community Services Department– provides supportive services and activities for individuals sixty (60) years old and older to improve their quality of life, promote independence and encourage involvement in the community.
2. Alzheimer's & Adult Day Services - provides respite services for caregivers and specialized activities and programs for individuals with dementia, Alzheimer's disease, and other memory-related disorders. The Adult Day Services Center and Multicultural Adult Day Services Program provide a structured program of supportive services and activities for functionally impaired and frail adults.

- i. G&A will provide consultation and grant coordination for State and Federal funding adjustments and requirements to adhere to the Aging and Disability Resource Center (ADRC) guidelines for service provisions. G&A would need access to department budget, ADRC contracts, monthly billings and reports. Provide advice to the City about accounting and compliance procedures related to ADRC contracts.
- ii. G&A will provide consultation services for the training and development for the Community Services Department existing and new staff. Maintain the ongoing delivery of senior services and programming according to the grant guidelines. Obtaining accurate documentation, logging units into the CIRTS system, preparing monthly report for billing and software implementation. G&A will need access to the City and CIRTS systems.
- iii. G&A will provide consultation services to include review and revision of policies and procedures for the Community Services Department. Revisions as it relates to recent changes in health and safety guidelines for service provisions of the senior population. G&A will need access to the departments policies and procedures.
- iv. G&A will provide consultation for expeditious talent recruitment, and onboarding of key positions to provide immediate services for the senior members of the Center for Active Aging.
- v. The construction of the new Community Services building as it relates to construction experience in ADA requirements, project design specifications, furniture, fixtures and equipment needs, and change order requests. G&A would need access to the project site and site plans for the Community Services Department project.
- vi. Provide guidance, technical, and administrative assistance in the implementation of assistance programs.
- vii. Attend bi-weekly departmental meetings.
- viii. Provide miscellaneous services associated with administering grants, contracts, reporting and documentation as it relates to the Community Services Department.

Service Deliverables:

Upon the conclusion of this contract, G&A will provide the following services and deliverables in support of administering support of day to day operations for programs and services provide by the Center for Active Aging Department.

Services to be Delivered	Hourly Cost	Estimated Number of Hours	Total Cost
Provide new and existing staff with education, training and development in obtaining accurate documentation, logging units into the CIRT system, preparing monthly report for billing and My Senior Center software implementation.	\$65.00	320	\$20,800
Provide coordination, training and quality assurance for all grant requirements. Review and revise all necessary department policies and procedures.	\$65.00	100	\$6,500
Provide guidance, technical and administrative assistance in the implementation of assistance programs and attend bi-weekly meetings.	\$65.00	100	\$6,500
Provide services associated with advisement on construction of new facility, administering grants, contracts, reporting and documentation as it relates to the Community Services Department.	\$65.00	100	\$6,500
Provide miscellaneous services not otherwise described but which the City may require during the contract.	\$65.00	75	\$4,875
Total Cost		695 hours	\$45,175

Hourly Rate:

G&A hourly rate for the principal consultant, two days a week on site, 20 hour per week is \$65.00 per hour for the first one-year term. G&A request the following payment schedule for consultant services:

*Monthly payment of invoices through contract period.

Proposed Start Date:

G&A is prepared to begin work pursuant to the proposal immediately upon receipt of a copy of the fully executed contract or June 22, 2022 whichever occurs first.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1313

Agenda Date: 6/21/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2021-2022 Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program in the amount of \$230,781.00; providing for execution; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The HOME Investment Partnerships Program (HOME) is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. The program is funded by the U.S. Department of Housing and Urban Development ("HUD"). Eligible activities include building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income households. HOME funds are awarded annually as formula grants to participating jurisdictions.

In 2002, the City of Deerfield Beach became a member of Broward County's HOME Consortium, which is comprised of Broward County and 11 municipalities within its jurisdiction. The municipalities are Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderdale, Margate, Miramar, Pembroke Pines, Plantation, Sunrise, and Tamarac. Consortium cities receive an annual allocation of HOME funding from Broward County.

Current Activity

The City's FY 2021-2022 HOME funding allocation is \$230,781. The funding will be used for the City's Purchase Assistance Program, which provides income-eligible first-time homebuyers with down payment and closing cost assistance to purchase a residential property in the City of Deerfield Beach. The Purchase Assistance Program is also funded through the Community Development Block Grant ("CDBG") Program and the State Housing Initiatives Partnership ("SHIP") Program.

The City's FY 2021-2022 HOME funding will assist a minimum of four (4) applicants with up to \$50,000 in assistance.

Recommendation

It is recommended that the City Commission approve and authorize execution of the Interlocal Agreement with Broward County for the FY 2021-2022 disbursement of HOME Program funds in the

amount of \$230,781 for the Purchase Assistance Program.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FISCAL YEAR 2021-2022 DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM IN THE AMOUNT OF \$230,781.00; PROVIDING FOR EXECUTION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium (the “HOME Consortium”); and

WHEREAS, the County, in its representative capacity to the U.S. Department of Housing and Urban Development (“HUD”) for all members of the HOME Consortium, is the recipient of HOME funds from HUD; and

WHEREAS, the City and County desire to enter into the interlocal agreement, attached as Exhibit “A,” for the disbursement of FY 2021-2022 HOME program funds to the City for the homebuyer purchase assistance program in the amount of \$230,781.00 (the “Interlocal Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Interlocal Agreement with the County, attached as Exhibit “A,” for the disbursement of FY 2021-2022 HOME program funds to the City for the homebuyer purchase assistance program in the amount of \$230,781.00.

Section 3. The Mayor and City Manager are authorized to execute the Interlocal Agreement, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR PURCHASE
ASSISTANCE FOR FISCAL YEAR 2021 – 2022
(CFDA # 14.239 / FAIN # M21-DC120201)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On December 14, 2021 (Agenda Item No. 49), the Broward County Board of County Commissioners authorized HOME funding to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Commitment** means “Commitment” as defined under 24 C.F.R. Part 92.2.
- 1.3 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.
- 1.4 **County Administrator** means the administrative head of County appointed by the Board.
- 1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.6 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.
- 1.8 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.
- 1.9 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.10 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.
- 1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-

18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.12 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Monthly Progress Report
Exhibit E	Request for Payment
Exhibit F	Form of Mortgage and Note
Exhibit G	Affirmative Marketing Policy
Exhibit H	Homebuyer/Homeowner Agreement

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Homebuyer/Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County’s discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County’s evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project’s scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County’s request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with monthly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Monthly Progress Reports"). The Monthly Progress Reports for each month must be submitted to County no later than the tenth (10th) calendar day of the following month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.3.4 In addition to the Monthly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, services, or activities for the Project fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines or regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. The executed mortgage and promissory note shall be properly recorded by City and must be furnished to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable of HOME Funds to City under this Agreement shall be Two Hundred Thirty Thousand Seven Hundred Eighty-One Dollars (\$230,781). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
- 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials

being invoiced have been received or completed; and

4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Monthly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

- 4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Monthly Progress Reports, including beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 At the sole discretion of the Contract Administrator HOME Funds that are not expended during the term of this Agreement and that are not provided to or reimbursed to City under this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event

County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") 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 caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 City certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, 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 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.

7.1.2 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 Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications Equipment. City represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from HOME Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all HOME Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments

thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to activities that involve overt religious content such as worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.

- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations and restrictions on lobbying set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- 8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 92.504(c)(2)(vi), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 92.352 and the intergovernmental review process in 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homebuyer, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the recapture provisions. The agreement must specify the amount of HOME Funds, the form of assistance, the use of funds, and the time by which the housing must be acquired.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds provided under this Agreement only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

In the event City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by

City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for Program Income, repayments, or recaptured funds, as described 24 C.F.R. Part 92.503 (collectively referred to "Program Income" for purposes of this Agreement), in accordance with the provisions of 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2021 ("Effective Date") and shall end on March 31, 2023, unless terminated earlier or extended pursuant to the terms of this Agreement. City must ensure Project Completion prior to expiration of this Agreement. City must ensure Commitment of HOME Funds by no later than March 31, 2023. City shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 In accordance with 2 C.F.R. Part 200.338, this Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City

may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing

the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided

herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after Project Completion, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements

with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: Dsantucci@deerfield-beach.com
Phone: (954) 480-4261

With a Copy to:

Bill Ganz, Mayor
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: Web.commission@deerfield-beach.com
Phone: (954) 816-1936

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. 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 of this Agreement. County'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. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project, including any work, activities, or services provided by Subcontractors, shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties

hereto, and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and 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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 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 Seventeenth Judicial Circuit in and for Broward 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 or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The

written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by applicable law, County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any

remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the 14th day of December, 2021 (Agenda Item No. 49), and City of Deerfield Beach, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Monica Cepero

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Reno V. Pierre (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

RVP/sr
City of Deerfield Beach 2022 HOME Agreement
05/09/2022
#608304

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
HOMEBUYER/PURCHASE ASSISTANCE FOR FISCAL YEAR 2021 – 2022

CITY

ATTEST:

CITY OF DEERFIELD BEACH, a Florida
municipal corporation

By: _____
City Clerk (SEAL)

By: _____
Mayor
____ day of _____, 20__

By: _____
City Manager
____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: _____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2021-2022

Project Description: City of Deerfield Beach
Homebuyer/Purchase Assistance Program

HOME Funds Allocation: \$207,581

Program Income: \$23,200

Total Allocation: \$230,781

Project Description:

HOME Funds in the amount of Two Hundred Thirty Thousand Seven Hundred Eighty-one Dollars (\$230,781) provided under the Agreement shall be used for homebuyer/purchase assistance activities. A minimum of three (3) Income Eligible Households shall be assisted in an amount up to Fifty Thousand Dollars (\$50,000) per household. Applicants will be processed by City on a first come, first served basis. The city received program income and will be able to assist one (1) additional Income Eligible Household for a total of a minimum of four (4) Income Eligible Households.

Program Summary

City shall ensure that each Income Eligible Household assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of County, which includes, but is not limited to, the following requirements:

- A five (5), ten (10), or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if property is no longer the primary residence of the homeowner before the expiration of the Loan term.
- 0% Interest, deferred loan forgivable at the end of the Loan, provided the property remains the primary residence of the homeowner and the homeowner complies with the terms of the Promissory Note and Mortgage.
- City will follow County's Subordination policy.

City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Deerfield Beach

Subrecipient Unique Entity Identifier: RNAJUJR8BKA5

Federal Award Identification Number (FAIN): M21-DC120201

Federal Award Date: November 3, 2021

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds obligated by this action: See Exhibit B

Total Amount of Federal Funds obligated to Subrecipient by County, including the current obligation: See Exhibit B (only includes Fiscal Year 2021-2022 HOME Funds)

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the passthrough entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 - Home Investment Partnerships Program; The dollar amount made available under each Federal Award and CFDA at time of disbursement: CFDA 14.239 - For amount see Exhibit B

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

The following types of properties are eligible for funding under the Agreement:

- Single family homes
- Condominium units
- Townhouses
- Villas

City will forward all original Mortgages and Promissory Notes with a recorded copy to the County within thirty (30) days.

City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.

City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:

- Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 CFR Part 92.251, Property Standards.
- Lead-based paint testing and abatement, as needed, in accordance with 24 CFR Part 92.355.
- Income Eligible Household shall refer to a household with a maximum household income less than 80% of County median income.
- Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.

County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME/ mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

City will ensure that each household has a written homeowner agreement in the form attached as Exhibit H to this Agreement, as per HUD 24 C.F.R. 92.504(c)(5)(i) prior to disbursing HOME funds.

- A five (5), ten (10), or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if property is no longer the primary residence of the homeowner before the expiration of the Loan term.

Purchase Assistance	
Investment amount	Affordability period
Less than \$15,000	5 years
\$15,000-\$40,000	10 years
More than \$40,000	15 years

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

CATEGORY		HOME FUNDS	OTHER FUNDING SOURCES	TOTAL
A.	Direct client subsidy	\$218,281	\$0	\$218,281
B.	Contractual Costs	\$12,500	\$0	\$12,500
C.	TOTALS	\$230,781	\$0	\$230,781

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

A. Direct Client Subsidy: Cost of purchase for a minimum of four (4) Income Eligible Household at a maximum of Fifty Thousand Dollars (\$50,000). A balance of Eighteen Thousand Two Hundred Eighty-one Dollars (\$18,281) included in Category A will be leveraged with additional funding sources to assist one (1) additional Income Eligible Household, as applicable up to \$31,719 in CDBG/SHIP funds.

B. Contractual Costs: Twelve Thousand Five Hundred Dollars (\$12,500) will be allocated towards City's consultant who will provide Project implementation, applications, income certifications, and other direct program/activity services (to include inspections, LBP testing, Doc stamp fees, Etc.).

B1. When submitting requests for payments for direct services, they must be accompanied by a timesheet(s) which includes client name, address and a description of work tied to hours billed.

C *Total HOME Funds available under Agreement = **\$230,781**

*Includes Purchase Assistance Program Income of \$23,200 plus allocation of \$207,581 for a total funding amount of \$230,781

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE¹

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	START-UP	COMPLETION
Identify and process Income Eligible Households	December 1, 2021	March 31, 2022
Review Bank Package, Income certification, Inspection, etc.	December 1, 2021	June 30, 2022
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	January 1, 2022	September 30, 2022
Closings/ Prepare files and Reimbursements to County	February 1, 2022	November 30, 2022
Provide Quarterly Progress Reports to County	October 1, 2021	March 31, 2023
Final Invoice to County	September 1, 2022	February 28, 2023
Provide Final Close-out Report to County with Final Beneficiary Data	September 15, 2022	March 31, 2023

¹ The timeline is in accordance with the County being able to comply with the HUD commitment regulations. The County (unless there is an exception (approved on a case-by-case basis)) will not be extending the overall expiration deadline.

EXHIBIT D

MONTHLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text.

Year Click or tap here to enter text.

Project Fiscal Year Click or tap here to enter text.

Date of Report Click or tap here to

enter text.

I. Project Information.

City or Agency Name Click or tap here to enter text.

Project Title Click or tap here to enter text.

Project Start-up Date Click or tap to enter a date.

Project Completion Date Click or tap to enter a date.

Revised Completion Date if applicable Click or tap to enter a date.

Person Preparing the Report and Title Click or tap here to enter text.

Signature _____

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	<u>Fiscal Year</u> <u>Project</u> <u>Budget</u>	<u>Total</u> <u>Expenditures</u> <u>Up to Last</u> <u>Billing</u>	<u>Expenditures</u> <u>not yet</u> <u>submitted</u>	<u>Total</u> <u>Funds</u> <u>Expended</u> <u>To Date</u>	<u>Percentage</u> <u>Expended</u>	<u>Amount</u> <u>Encumbered</u> <u>to Date</u>
<u>Total Project</u>	\$	\$	\$	\$	%	
<u>HOME Funds</u>	\$	\$	\$	\$	%	
<u>Other Funding</u> <u>(specify</u> <u>source)</u>	\$	\$	\$	\$	%	

3. Percent of Project completed to date Click or tap here to enter text. %

4. Declaration of Agency Program Income.

Program Income/Recapture Amount: \$ Click or tap here to enter text. Funding Year FY

Click or tap here to enter text. Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text.

Date received by City Click or

tap here to enter text. Type of Activity (Rehab or DPA) Click or tap here to enter text.

Date check sent to County Click or tap here to enter text.

5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable

Work Tasks	Projected Yearly Project Performance	Status during period of this report (i.e., Underway or Completed)	Indicate number served during this report period only	Fiscal Year to Date Progress
Identify and process Income Eligible Households	March 31, 2022			
Review Bank Package, Income certification, Inspection, etc.	June 30, 2022			
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	September 30, 2022			
Closings/ Prepare files and Reimbursements to County	November 30, 2022			
Provide Quarterly Progress Reports to County	March 31, 2023			
Final Invoice to County	February 28, 2023			

Provide Final Close-out Report to County with Final Beneficiary Data	March 31, 2023			

Beneficiary Information for clients being served <u>this Report Period</u>	Name	Address	City
	1. Click or tap here to enter text. 2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	1 Click or tap here to enter text. 2 Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	Click or tap here to enter text.

6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.

Click or tap here to enter text.

7. Did the City make any changes with regards to contractors/vendors associated with the project? ☐no ☐yes

Please explain: Click or tap here to enter text.

8. Please keep in mind that Substantial Changes to the program (terms, conditions, maximum assistance amount, etc.) cannot be made. If changes are needed, they must be submitted and approved by the County (AAP Substantial Change Required). Does the City need to make any changes?

☐no ☐yes ☐Please explain: Click or tap here to enter text.

Please complete the excel spreadsheet that follows for any completed projects. This will serve as a running total of beneficiary data. ²

² Reporting method/data is subject to change to accommodate the County's reporting requirements to HUD.

DIRECT BENEFIT REPORT FORM

**Please specify total number of persons or households (as applicable)
assisted/served since execution of the Agreement.**

5	HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																		
6	Subrecipient:																		
7	Accomplishment Period:		Is this a Final Report: *																
8	<i>Cells with an asterisk (*) have DROP DOWN OPTIONS-please click on cell below</i>																		
9																			
10	LOCATION (TAB 1 IN IDIS)																		
11	IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star *	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *	
12							Broward												
13							Broward												
14							Broward												
15							Broward												
16							Broward												
17							Broward												
18							Broward												
19	COSTS (TAB 2 IN IDIS)																		
20	<i>CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!</i>																		
21	<i>ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)</i>																		
22	<i>ENTER APPLICABLE PRIVATE FUNDS (Fund Type/Name, Amount and FY)</i>																		
23	Last Name	Amortized Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fees \$-Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type-Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type-Fund Name	Other State Fund \$	Last Name	Tax Exempt Bonds	Total \$	Last Name	Private Loans \$	Owner Cash Contribution \$	
24	0						\$ -							0	\$ -	0			
25	0						\$ -							0	\$ -	0			
26	0						\$ -							0	\$ -	0			
27	0						\$ -							0	\$ -	0			
28	0						\$ -							0	\$ -	0			
29	0						\$ -							0	\$ -	0			
30	BENEFICIARIES (TAB 3 IN IDIS)																		
31	Unit Number	Number of Bedrooms *	Occupant *	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type *										
32																			
33																			

EXHIBIT E
REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program
Fiscal Year 2021 to 2022

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

EXHIBIT F
FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]

HOME MORTGAGE TO SECURE LOAN

FOR HOMEBUYER/ PURCHASE ASSISTANCE PROGRAM

Form Version: August 2021

THIS HOME MORTGAGE TO SECURE LOAN ("Mortgage") made this ____ day of _____, 20____, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagor is indebted to Mortgagee in the principal sum of _____ **Dollars (\$000.00)** ("Loan"), which indebtedness is evidenced by Mortgagor's HOME Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Note, payable to Mortgagee, and agrees to comply with the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance and Community Redevelopment Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. [____ percent (____%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Note, provided the Mortgagor complies with all the terms of this Mortgage and the Note.] Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [insert position] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be [] () years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all rental notices and all receipts of paid premiums.

(d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagor to make the Loan, Mortgagor hereby

agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. Care of Property.

(a) No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

(b) Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. Transfer of the Property; Assumption. No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

10. Hazardous Substances. Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagor notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. Compliance with Laws. Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

B. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

C. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

D. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

E. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgagee in writing of the occurrence or existence of any such default.

F. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

G. Any action prohibited herein.

H. The transfer or lease of the Property to a third party.

I. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagee to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from restrictive covenants, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property. The foregoing sentence is not a waiver of any of Mortgagor's obligations as set forth in this Mortgage or the Note.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Public Records of Broward County, Florida.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage 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 Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

24. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

25. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

26. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

27. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

WITNESSES:

MORTGAGOR

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20____.

By: _____

(Print or Type Name)

____ day of _____, 20____.

STATE OF FLORIDA)
) SS
County OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

ATTACHMENT A

To

Mortgage to Secure Loan for HOME Activities

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE

[PROJECT NAME]

Forgivable Loan

\$ (Amount to be inserted)

_____, 20__

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____ Florida 33____, promises to pay to the order of BROWARD COUNTY, a political subdivision of the State of Florida, hereof ("Holder") at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars (\$000.00) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Exhibit A attached. This HOME Promissory Note ("Promissory Note") is secured by a HOME Mortgage to Secure Loan ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Public Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME Investment Partnerships Program ("HOME") grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Promissory Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. [____ percent (____%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of this Promissory Note, provided the Maker complies with all the terms of the Mortgage and this Promissory Note.] On the anniversary date of the ____ (____) year of the date of execution of this Promissory Note, the Mortgage shall be deemed satisfied, and the outstanding principal amount of this Promissory Note shall be forgiven if Maker is in compliance with the terms of the Mortgage and this Promissory Note. If, however, Maker (i) sells or transfers title to the Property used to secure this Promissory Note prior to the full term of the Loan, (ii) fails to utilize the Property for the purposes stated in the Mortgage, or (iii) fails to comply with the terms and conditions of the Mortgage, the outstanding principal amount of this Promissory Note shall immediately become due and payable to Holder.

4. Upon completion of the term of this Promissory Note and payment of all amounts due hereunder, if any, and provided that Maker complies with all other covenants and conditions of the Mortgage and this Promissory Note, then this Promissory Note and the Mortgage shall terminate and, upon request of Maker, Holder shall execute a Satisfaction of Mortgage.

5. If this Promissory Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

6. This Promissory Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

7. In the event of default in the terms or conditions of this Promissory Note, and if the same is

enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorney's fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Promissory Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Promissory Note shall be provided as specified in Section 20 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. No waiver of any of Holder's rights under this Promissory Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Promissory Note 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 Promissory Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS PROMISSORY NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PROMISSORY NOTE.**

11. In the event that any provision of this Promissory Note is held to be unenforceable under the law, all remaining provisions of this Promissory Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20__.

By: _____

(Print or Type Name)

____ day of _____, 20__.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large

Commission No. _____

My Commission Expires:

EXHIBIT A [to Promissory Note]
LEGAL DESCRIPTION

EXHIBIT G
AFFIRMATIVE MARKETING POLICY

A. **AFFIRMATIVE MARKETING:**

1. **DISSEMINATION OF INFORMATION**

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 CFR 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. **PRACTICES AND PROCEDURES**

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. **SPECIAL OUTREACH**

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Redevelopment Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT H

FORM OF HOMEBUYER AGREEMENT

**BROWARD COUNTY HOME PROGRAM
Homebuyer Purchase Assistance Agreement**

Funding Year: Fiscal Year 2021 – 2022
Reporting Year: Fiscal Year 2021 – 2022

Homeowner(s): _____

Property Address: _____

Funding Amount: \$ _____ **Property Value: \$** _____

This Agreement is entered into by City of Deerfield Beach (“the “Agency”) and Homebuyer(s) noted above (“Homebuyer(s)”), collectively referred to as “the Parties”.

WITNESSETH:

A. Agency is a member of Broward County (“Participating Jurisdiction”)’s HOME Consortium.

B. As a member of the HOME Consortium, the Agency has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, and from the U.S. Department of Housing and Urban Development (hereinafter called “HUD”), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994.

C. Pursuant to that certain Agreement providing for Disbursement of HOME Program Funds between Agency and Participating Jurisdiction, Agency has agreed to use the HOME funds to finance a Homebuyer/Purchase Assistance Program and meet the requirements as set forth in 24 C.F.R. Part 92, as amended or waived by HUD.

NOW THEREFORE, the Parties covenant and agree as follows:

1. AFFORDABILITY PERIOD

The property must remain affordable for a term of _____ years (the “Affordability Period”), or until the first of the following events occur: (1) Homebuyer(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) Homebuyer(s) no longer occupy the unit as their principal residence; or (3) Homebuyer(s) dies, or if a married couple, the survivor dies.

2. FUNDING AMOUNT AND FORM OF ASSISTANCE

Agency will provide a Forgivable Deferred Payment Loan in an amount up to \$_____ Dollars at Zero (0%) percent interest, evidenced by a Mortgage and Promissory Note in favor of the Participating Jurisdiction, for a period no less than and not to exceed the Affordability Period identified in Paragraph 1 above. [___ percent (___%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Promissory Note, provided the Mortgagor complies with all the terms of the Mortgage and the Promissory Note.]

3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply pursuant to 24 C.F.R. 92.254 upon one or more of the following events: (1) Homebuyer(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) Homebuyer(s) no longer occupy the unit as their principal residence; or (3) Homebuyer(s) dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for the family for the entire duration of the Affordability Period, then recapture provisions will apply.

Pursuant to 24 CFR 92.254 (a) (5) (ii) (A)(2), the Agency will require Homebuyer(s) to repay the outstanding amount of the HOME Promissory Note if any of the stated recapture events occur.

Agency and Participating Jurisdiction will NOT exercise a resale provision pursuant to 24 C.F.R. 92.254(a)(5).

These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed at closing, in favor of Participating Jurisdiction.

4. PROGRAM REQUIREMENTS

The Agency and the Homebuyer(s) agree to comply with these program requirements, as set forth in the HOME regulations (24 C.F.R. Part 92 Subpart F and 24 C.F.R. 92.254(a)) as follows:

- a) **Income Eligible and Principal Residence:** The Homebuyer(s) have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
- b) **Principal Residence:** The Homebuyer(s) certify that the property will be their principal residence during the Affordability Period;
- c) **Property Value:** The property is single-family housing located within the jurisdiction of the Agency's HOME Program and has an appraised value equal or less than \$_____, which is less than ninety-five percent (95%) of the area median sales price. The Agency has reviewed the household income and the property value requirements in accordance with the HOME Program requirements, and has approved the Homebuyer(s) and property as eligible for funding
- d) **Property Maintenance:** The Homebuyer(s) must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homeowner's insurance, during the Affordability Period. The Participating Jurisdiction will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
- e) **Housing Quality Standards:** The property, at initial occupancy by the Homebuyer(s), must meet, at a minimum, Section 8 Housing Quality Standards (HQS) and local building codes and ordinances of Broward County. The Agency has inspected the property or reviewed the appraisal and/or the property inspection report and has approved this project eligible for funding on this basis;
- f) **Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351);**

- g) **Environmental review;**
- h) **Lead-based paint inspections and mitigation;**
- i) **Conflict of interest;**
- j) **Flood insurance coverage;** and
- k) **Executive Order 12372.**

5. ESTIMATED START DATE AND DISBURSEMENT OF FUNDS

The Homebuyer(s) agree that the funds will only be used as a subsidy to a private loan to lower monthly housing costs (PITI) to the Homebuyers, and to pay closing costs and a part of the down payment amount (if necessary). The HOME funds shall be disbursed by the Agency at the time of loan closing, estimated to be within ninety (90) calendar days of this Agreement, unless an extension is approved by Participating Jurisdiction.

6. RECORDS AND REPORTS

The Agency and Homebuyer(s) agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 C.F.R. Part 92) for a period of five (5) years after the end of the Affordability Period.

7. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property, each in favor of Participating Jurisdiction. Failure by the Homebuyer(s) to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions may be taken.

8. HOMESTEAD EXEMPTION

Throughout the Affordability Period, the Agency reserves the right to confirm the premises is in use as the Homebuyer's principal residence. The primary (but not sole) indication that the premises is the principal residence is continued Homestead Exemption throughout the Affordability Period. If Homestead Exemption lapses during the Affordability Period, the Agency will assume the premises is no longer the Homebuyer's principal residence, will demand full repayment of the assistance provided, and may take appropriate legal action to secure repayment.

9. DURATION OF THE AGREEMENT

This Agreement will be in effect for a term which shall run for the duration of the Affordability Period established under Paragraph 1, or until one of the following events occurs: (1) the Homebuyer(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homebuyer(s) no longer occupy the unit as their principal residence; or (3) the Homebuyer dies, or if a married couple, the survivor dies.

10. REFINANCING AND SUBORDINATION OF HOME FUNDS

For the Participating Jurisdiction to consider a subordination request when Homebuyer refinances their first mortgage, among other conditions, the Participating Jurisdiction requires that there is no cash out on the refinance, at least 10% equity is retained, Broward County stays in second lien position, and the Homebuyer must provide the Participating Jurisdiction a current property appraisal along with other current information as may be required to evidence compliance with the Participating Jurisdiction's subordination policy.

11. OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, religion, marital status, familial status, sexual orientation, disability, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homebuyers shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the Participating Jurisdiction.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homebuyer/s:

Homebuyer Print Name

Homebuyer Signature

Date

Homebuyer Print Name

Homebuyer Signature

Date

Agency

Print Name

Signature

Date



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1294

Agenda Date: 6/21/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Piggyback Contract with ER Tech Systems Group, Inc. dba Broadcast Systems, utilizing General Services Administration Contract #GS-07F-173GA for the West Water Treatment Plant Site Security Project; authorizing the expenditure of funds in an amount not to exceed \$267,489.38 for Phase III of the Project; providing for execution and an effective date. (Funds from Account #413-5000-536-60-31 - Improvements other than Buildings)

Recommended Action

Commission to Vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$267,489.38 (Phase III)

Account Name: IMPR OTHER THAN BUILDINGS

Account Number: 413-5000-536-60-31

Background/History

In fiscal year 2020, the West Water Treatment Plant was required by the United States Environmental Protection Agency ("EPA") to complete an Emergency Response Plan ("ERP") for the water plant and remote sites. Since the ERP covers so much information, the EPA required that the City complete a minimum of five areas, which are known as incident-specific response procedures. Once completed, the EPA guidelines require the City to complete and submit verification of completion.

City staff worked with our consultants, Hazen and Sawyer, to meet these requirements and in doing so the City completed the incident-specific response procedures for hurricanes, cybersecurity, loss of communications, service disruptions, reduced workforce incidents, and pandemics. While working on these five procedures, we identified areas of concern in the security and access control of City sites. Since staff already knew that the ERP would assess our security, we also budgeted to start the West Water Treatment Plant site security capital improvement project the same year. This project includes the installation of video cameras and electronic door access for all water plant sites owned by the City (the "Project").

Phase I of the site security project was approved in the Capital Improvement Plan (CIP) in FY21 for the amount of \$100,000.00. Phase I included the installation of access control at the west water plant as noted in the enclosed chart ("Phase I").

In FY 22, the City moved forward with phase II of the Project for the amount of \$354,687.11, utilizing

the terms of Federal General Administration Services (GSA) Contract # 07F-173GA (purchase order attached). Phase II included the installation of cameras at the west water plant, east water plant, and three well sites. It also included the installation of access control for the main water plant laboratory and the three well sites ("Phase II"). These projects include all hardware, software, and equipment needed to have a fully functioning security system that will allow staff to see every inch of City-owned property that is occupied by water plant equipment except for eastern wells. The reason the eastern wells were not included is they already have built-in switches to notify operations staff if the door on the control panel was open. In addition, the City will be moving away from these wells as the cost-benefit was not there to fund additional security upgrades.

This brings us to phase III of the Project, which was originally anticipated to be funded in FY23 CIP. The third and final phase includes access control and cameras for most of our offsite equipment and is noted in detail in the enclosed chart ("Phase III"). This final phase cost is \$267,489.38.

Current Activity

While water plant staff anticipated Phase III to be funded in FY23, it has come to staff's attention that the City has about \$275,000.00 in the capital improvement account that is still available due to some projects being funded through the American Rescue Plan.

Staff reviewed water plant project priorities and requested that the City fund Phase III of the site security project in FY22 instead of FY23. This would allow staff to finish the Project this year while also allowing the City to reduce the FY23 capital expenditures.

In addition to reducing FY23 capital expenditures, it's also important to note that with the uncertainty in the market and its potential volatility, there is potential for significant cost-savings with a purchase made in FY22 as opposed to FY23 due to cost increases.

The procurement method for this contract is Federal General Administration Services (GSA) Contract # 07F-173GA.

Recommendation

It is recommended that the City Commission approve the Agreement with Broadcast Systems, a GSA contractor for the services, including the design and installation of the third phase of the site security project on the water treatment plant's remote site locations, and authorize the Mayor and City Manager to execute the Agreement.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT WITH ER TECH SYSTEMS GROUP, INC. DBA BROADCAST SYSTEMS, UTILIZING GENERAL SERVICES ADMINISTRATION CONTRACT #GS-07F-173GA FOR THE WEST WATER TREATMENT PLANT SITE SECURITY PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$267,489.38 FOR PHASE III OF THE PROJECT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, in 2020, the West Water Treatment Plant was required by the United States Environmental Protection Agency (“EPA”) to complete an Emergency Response Plan for the water plant and remote sites; and

WHEREAS, the EPA required that the City complete a minimum of five areas, which are known as incident-specific response procedures; and

WHEREAS, City staff worked with the City’s consultants to complete the incident-specific response procedures for hurricanes, cybersecurity, loss of communications, service disruptions, reduced workforce incidents, and pandemics; and

WHEREAS, while working on the incident-specific procedures, staff identified areas of concern in the security and access control of City sites; and

WHEREAS, the Project includes the installation of video cameras and electronic door access for all water plant sites owned by the City (the “Project”); and

WHEREAS, phase I of the Project, which included the installation of access control at the west water plant (“Phase I”), was approved in the Capital Improvement Plan budget in FY 21 in the amount of \$100,000.00; and

WHEREAS, phase II of the Project, which included the installation of cameras at the west water plant, east water plant, and three well sites, and the installation of access control for the main water plant laboratory and the three well sites (“Phase II”), was approved in the Capital Improvement Plan budget in FY 22 in the amount of \$354,687.11; and

WHEREAS, phase III of the Project includes access control and cameras for most of the City’s offsite equipment for the water plant and remote site (“Phase III”); and

WHEREAS, staff anticipated to fund Phase III in FY 23; and

WHEREAS, funds are available in the current fiscal year to fund Phase III, and staff desires to move forward with Phase III in the current fiscal year; and

WHEREAS, Section 38-116(3)(b)10 of the City Code provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of a contract with another governmental entity, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City contracted with ER Tech Systems Group, Inc. dba Broadcast Systems (“Broadcast Systems”) for Phases I and II of the Project, utilizing General Services Administration Contract #GS-07F-173GA (the “GSA Contract”); and

WHEREAS, staff has determined that the most cost effective and operationally efficient method of procurement for Phase III is to contract with Broadcast Systems utilizing the GSA Contract; and

WHEREAS, staff has confirmed that the GSA Contract is effective; and

WHEREAS, Staff recommends that the Commission approve a contract with Broadcast Systems for the Project (the “Contract”) utilizing the terms of the GSA Contract, and authorize the expenditure of funds in an amount not to exceed \$267,489.38 for Phase III of the Project, bringing the total Project cost to \$722,176.49.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Contract with Broadcast Systems, consistent with the terms of the GSA Contract for the Project.

Section 3. The City Commission hereby authorizes the expenditure of funds in an amount not to exceed \$267,489.38 for Phase III of the Project.

Section 4. The City Manager is authorized to execute the Contract with Broadcast Systems, consistent with the terms of the GSA Contract, together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including but not limited to making the necessary appropriations to fund the expenditures for Phase III of the Project.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



**BROADCAST
SYSTEMS**

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
4/27/2022	4789

Estimate Valid For:

30 Days

Name / Address

Ship To

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Description	Qty	Total
GSA Contract # GS-07F-173GA		
Taco Bell		
ACC ES Rugged Appliance, 8-port 8TB	1	7,865.08
ACC 7 Enterprise camera channel	5	1,163.75
H5A; 2MP 36x Pendant PTZ Dome	3	6,356.85
2x 3MP H5A Dual Head Camera. Outdoor camera with built-in IR	3	3,026.22
8.0 MP; H5A Fisheye Dome Camera; LightCatcher; Day/Night; WDR; 1.41mm f/2.0; Next-Generation Analytics; Integrated IR	2	1,210.16
Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON-MR52 (Mercury hardware sold separately)..(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	597.25
Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	1	1,037.76
Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays (Mercury Part Number: MR52-S3)	2	1,142.88
The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	285.59
Master Technician (GSA)	120	13,299.60
System Design Engineer (GSA)	40	4,433.20
Project manager (GSA)	16	1,773.28
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.		Subtotal
		Sales Tax (0.0%)
Phone #	E-mail	Total
(561) 578-4964	admin@broadcastsystemsinc.com	
Follow us on Instagram Broadcast_Systems		



**BROADCAST
SYSTEMS**

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
4/27/2022	4789

Estimate Valid For:

30 Days

Name / Address

Ship To

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Description	Qty	Total
1 Mill elevated storage		
HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	1	2,972.97
ACC 7 Enterprise camera channel	5	1,163.75
Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON-MR52 (Mercury hardware sold separately)..(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	597.25
Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	1	1,037.76
Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays (Mercury Part Number: MR52-S3)	1	571.44
The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	285.59
12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	2	1,795.72
2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	5	5,791.50
Master Technician (GSA)	120	13,299.60
System Design Engineer (GSA)	40	4,433.20
Project manager (GSA)	16	1,773.28
300K		

This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.

Subtotal

Sales Tax (0.0%)

Phone #

E-mail

Follow us on Instagram
[Broadcast_Systems](#)

Total

(561) 578-4964

admin@broadcastsystemsinc.com



**BROADCAST
SYSTEMS**

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
4/27/2022	4789

Estimate Valid For:

30 Days

Name / Address

Ship To

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Description	Qty	Total
ACC ES Rugged Appliance, 8-port 8TB	1	7,865.08
ACC 7 Enterprise camera channel	5	1,582.55
Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON-MR52 (Mercury hardware sold separately)..(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	1	597.25
Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	1	1,037.76
Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays (Mercury Part Number: MR52-S3)	2	1,142.88
The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	1	285.59
12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	1	897.86
2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	4	4,633.20
Master Technician (GSA)	120	13,299.60
System Design Engineer (GSA)	40	4,433.20
Project manager (GSA)	8	886.64
East Plant		
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.		Subtotal
		Sales Tax (0.0%)
Phone #	E-mail	Total
(561) 578-4964	admin@broadcastsystemsinc.com	
Follow us on Instagram Broadcast_Systems		



**BROADCAST
SYSTEMS**

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
4/27/2022	4789

Estimate Valid For:

30 Days

Name / Address

Ship To

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Description	Qty	Total
Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON-MR52 (Mercury hardware sold separately)..(LifeSafety Power Part Number: FPO150-B100C8D8PE4M)	2	1,194.50
Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	3	3,113.28
Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays (Mercury Part Number: MR52-S3)	3	1,714.32
The NL4 Network Communication Module communicates and controls power status over a local or wide area network to Access Control Manager (ACM). Provides four SPI ports for connection of one or two power supplies to enable monitoring; reporting and control of the power system. Enables remote testing of two battery sets (12 and 24VDC). Recommended for use with dual voltage systems requiring independent FPO power supplies (i.e. sixteen door dual voltage systems).(LifeSafety Power Part Number: NL4)	3	856.77
Master Technician (GSA)	120	13,299.60
System Design Engineer (GSA)	40	4,433.20
Project manager (GSA)	8	886.64
Door repairs, and gate pathway replacement at west treatment site		
Master Technician (GSA)	230	25,490.90
Switches		
10-port Gigabit Managed Switch (8 PoE+ budget 120W; 2 copper/SFP combo) - NA	8	4,960.08
28-port Gigabit Managed Switch (24 PoE+ budget 370W; 4 Gigabit SFP) - NA	12	18,166.20
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.		Subtotal
		Sales Tax (0.0%)
Phone #	E-mail	Total
(561) 578-4964	admin@broadcastsystemsinc.com	
Follow us on Instagram Broadcast_Systems		



**BROADCAST
SYSTEMS**

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
4/27/2022	4789

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Ship To

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Description	Qty	Total
Workstations		
Fully configured Professional USB Surveillance joystick for full control of Avigilon Control Center including shuttle playback control and digital and conventional PTZ.	2	1,516.90
Remote Monitoring Workstation; 2 Monitors; NA	2	2,991.04
Remote Monitoring Workstation; 4 Monitors; NA	1	2,348.11
ACC 7 Enterprise camera channel	8	1,862.00
Subtotal		195,408.83
Open Market Items		
AC-HID-READER-SIGNO-40KNKS-02-000000 wall readers	15	6,302.10
Locking wall rack	3	2,572.35
Battery Backup 2000KVA	20	15,104.60
LCOM hardened enclosures	2	1,865.96
IP Horn Speaker that integrates with ACC to provide bidirectional audio.	8	6,103.12
Cradlepoint Cellular Router with 1 year net managment	4	3,587.72
Conduit, cable,surge suppression, grounding kits, gate and garage door sensors (for 1M, 300K elevated storage, east site, and taco bell, and west treatment)	1	22,989.23
Aluminum powder coated pole	3	2,550.00
Indoor single port Gigabit PoE++ 60W; 802.3bt compliant; North American power cord included. May be used in USA; Canada; European Union; Australia; New Zealand and UK. Temperature range of the PoE injector is -10C to +40C (14 °F to 104 °F). Compatible only with cameras requiring the 802.3bt PoE ++ standard.	6	801.48
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.		Subtotal
		Sales Tax (0.0%)
Phone #	E-mail	Total
(561) 578-4964	admin@broadcastsystemsinc.com	
Follow us on Instagram Broadcast_Systems		



**BROADCAST
SYSTEMS**

290 SW 12th Ave, Suite 1
Pompano Beach, FL 33069
EC13009779

Estimate

Date	Estimate #
4/27/2022	4789

Estimate Valid For:

30 Days

Name / Address

Ship To

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Description	Qty	Total
Pendant adapter for the H5A Dual Head camera. Also compatible with an optional wall arm; CM-MT-WALL1.	10	534.30
Pendant wVideo arm for H4 Fisheye (needs H4F-MT-NPTA1); H4SL (needs H4SL-MT-NPTA1); H4 PTZ or H3-xMH-DP-B cameras.	10	623.40
Corner mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	10	801.50
Pedant NPT adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	2	97.96
Pedant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	2	169.22
Pole mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	2	160.30
NPT Adapter For H5A Fisheye Dome Camera (H5A-FE-DO)	3	160.29
Pendant wVideo arm for H4 Fisheye (needs H4F-MT-NPTA1); H4SL (needs H4SL-MT-NPTA1); H4 PTZ or H3-xMH-DP-B cameras.	3	187.02
Video monitors 42" with mount, HDMI, and surge	6	7,470.00
This is an estimate only, not a contract. This estimate is completing the job listed above based on our evaluation. It does not include unforsen price increases, discontinued products or additional labor and materials which may be required should problems arise.		Subtotal \$267,489.38
		Sales Tax (0.0%) \$0.00
Phone #	E-mail	Total \$267,489.38
(561) 578-4964	admin@broadcastsystemsinc.com	
Follow us on Instagram Broadcast_Systems		

Water Plant Site Security Capital Improvement Project

Location	Phase I		Phase II		Phase III	
	Access Control	Cameras	Access Control	Cameras	Access Control	Cameras
WWP- Grounds	X			X		
WWP-Admin & South HSP building	X			X		
WWP-Nano building	X			X		
WWP-RO Building	X			X		
WWP- Chlorine Building	X			X		
WWP- HSP 12 & 13 Building	X			X		
WWP- Generator Building	X			X		
WWP- Main Laboratory			X	X		
EWP- Generator Building			X	X		
EWP- HSP and Control Building			X	X		
EWP- 1 MG Concrete storage tank			X	X		
EWP- Grounds			X	X		
1 MG Elevated storage tank					X	X
300K Elevated storage tank					X	X
Well 17 Grounds			X	X		
Well 17 Gate			X	X		
Well 17 Generator building			X	X		
Well 18 Grounds			X	X		
Well 18 Gate			X	X		
Well 18 Generator building			X	X		
Well 19 Grounds			X	X		
Well 19 Gate			X	X		
Well 19 Generator building			X	X		
Well 22 Hatch					X	X
Well 22 Grounds					X	X
Well 23 Hatch					X	X
Well 23 Grounds					X	X
Well FA2 Gate					X	
Well FA2 Grounds					X	X
Well 22,23, FA2 Generator and MCC Building					X	X

Key:

- WWP- West Water Plant
- EWP- East Water Plant
- GST- Ground Storage Tank
- FA- Floridian Aquifer
- HSP- High Service Pumps
- MCC- Motor Control Center
- MG-Million Gallon



City of Deerfield Beach

Purchasing and Contract Administration Division
401 S.W. 4th Street
Deerfield Beach, Florida 33441
(954) 480-4380 * Fax: (954) 480-4388

Purchase Order No.**PO220123**

PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED

Vendor: BROADCAST SYSTEMS - V00024049
ER TECH SYSTEMS GROUP INC
290 SW 12TH AVENUE
SUITE 1
POMPANO BEACH, FL 33069

Ship To: WEST WATER PLANT
WEST WATER PLANT
WATER PLANT OPERATIONS
290 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442

Bill To: CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE
DEERFIELD BEACH, FL 33441

PR No	PR220184	Status	PP	Requested By:	Melissa Namor	Terms:	N30	Date Issued:	05/09/22
				Buyer:					Date Required:
#	Quantity	Unit	Description	Account Number:	Unit Price	Tax/Other	Extended Amt		
0001	1.00	LOT	Plant Security Improvements- West Water Plant	4135000-5366031 (100%)	\$233,706.77	0.00	\$233,706.77		
0002	1.00	LOT	Plant Security Improvements- East Plant	4135000-5366031 (100%)	\$68,364.73	0.00	\$68,364.73		
0003	1.00	LOT	Plant Security Improvements- 3 Well Sites	4135000-5366031 (100%)	\$22,692.26	0.00	\$22,692.26		
0004	1.00	LOT	Switches	4135000-5366031 (100%)	\$29,923.35	0.00	\$29,923.35		

PO TOTAL: **\$354,687.11**

Change Order 1 " issued to add \$29,923.35 to
Purchase Order to allow for additional
services. Change Order Pursuant to
Procurement Code Section 38-120 Item 1(b).

Authorized Signature:

David Santucci

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, Florida Statute 218.70 through 218.80.

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as "the Articles" and/or services described on the front side herein. The Buyer's offer to and the Seller's Acknowledgement to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries to Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent, the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties including warranties prescribed by law shall run to Buyer, its successor, assigns and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
(b) In addition to the warranties and conditions listed above, all orders by Buyer for Electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:
(1) Such equipment shall be UL listed as suitable for use in a Commercial application.
(2) Such equipment shall be provided with three prong, heavy duty power cords.
(3) Suitable operator or user manuals are to accompany all units when delivered. Said manuals shall include:
(A) Illustrations which show locations of controls.
(B) Explanations of the function of each control.
(C) Step-by-Step procedure for proper use of appliance.
(D) Safety precautions (or considerations) in application and in servicing.
(4) Seller shall provide operator training and instructions by demonstration on the equipment supplied.
(5) Seller shall provide preventative maintenance and repair instruction to City employees.
(6) Seller shall provide repair parts, lists, ordering instructions and information as to sources of supply for such repair parts.
(7) All equipment nameplates, warning signs, condensers, operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under normal expected use. Labeling shall be clear and concise and free of misinterpretation.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$500,000 to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder furnish to Buyer a Certificate of Insurance evidencing and foregoing coverages and limits (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all damages, charges, losses (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed. Nothing herein shall waive Buyer's sovereign immunity.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof:
(b) Buyer may terminate this order, in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontractors, outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.
(c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.
(d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request, all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida.
7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by the Buyer in writing. This order shall constitute the entire agreement between the parties.
8. The Seller expressly agreed that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.
9. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted much.
10. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it (with respect to this course of performance provision, any time an individual attempts to perform under the contract in a matter which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
11. **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
12. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
13. **PLACE OF DELIVERY:** All items shall be delivered FOB destination to the City of Deerfield Beach, at address stated on the front page.
14. **INSPECTION OF GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement, it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of Inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
15. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage or other cause giving rise to the claim; provided however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and provided further that, this provision shall not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
16. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except set forth herein, provided however, that notwithstanding any other provision to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness of a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
17. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him/her that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
18. The City of Deerfield Beach is exempt from FEDERAL EXCISE TAXES: Where tax applies, invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.
19. **PUBLIC RECORDS:** Information and materials received by the City in connection with an Offeror's response shall be deemed to be public records subject to public inspection, unless there is an applicable exemption to the public records law provided for in Section 119.07, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).
20. **SCRUTINIZED COMPANIES:** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are in compliance with all applicable provisions of 287.135. Pursuant to Section 287.135, F.S. and the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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. Additionally, the City may immediately terminate this Agreement pursuant to any other conditions or requirements set forth in FLA. Stat. 287.135.
21. By accepting this Purchase Order, the Vendor/Contractor and any sub-contractors related to this Purchase Order shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract/Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. If you have any questions about this requirement, please contact the Purchasing and Contracts Division for more information at 954-480-4381.



City of Deerfield Beach

Purchasing and Contract Administration
Division
401 S.W. 4th Street
Deerfield Beach, Florida 33441
(954) 480-4380 * Fax: (954) 480-4388

Purchase Order No.**PO220123**

**PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED**

Vendor: BROADCAST SYSTEMS - V00024049
ER TECH SYSTEMS GROUP
INC

290 SW 12TH AVENUE
SUITE 1
POMPANO BEACH, FL 33069

Ship To: WEST WATER PLANT
WEST WATER PLANT

WATER PLANT OPERATIONS
290 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442

Bill To: CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE
DEERFIELD BEACH, FL 33441

PR No	PR220184	Status	PO	Requested By: Melissa Namor	Terms: N30	Date Issued:	11/28/21
#	Quantity	Unit	Description	Account Number:	Unit Price	Tax/Other	Extended Amt
0001	1.00	LOT	Plant Security Improvements- West Water Plant	4135000-5366031 (100%)	\$233,706.77	0.00	\$233,706.77
0002	1.00	LOT	Plant Security Improvements- East Plant	4135000-5366031 (100%)	\$68,364.73	0.00	\$68,364.73
0003	1.00	LOT	Plant Security Improvements- 3 Well Sites	4135000-5366031 (100%)	\$22,692.26	0.00	\$22,692.26

PO TOTAL: **\$324,763.76**

Purchase Order in accordance with the
U.S. General Services Administration
contract #GSA07F173GA, Total Solutions for
Law Enforcement, Security, Facilities
Management, Fire and Rescue. All terms,
conditions, specifications and pricing
shall apply.
Contract Term: 9/1/2017 - 8/31/2022.
This is an exempt purchase pursuant to
Procurement Code Sec. 38-116, item 3(b)viii.
Quote #3946, dated 11/23/21- West Water Plant
Quote #4328, dated 10/19/21- East Plant
Quote #4379, dated 11/22/21- 3 Well Sites

Authorized Signature: 
David Santucci

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, Florida
Statute 218.70 through 218.80.

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as "the Articles" and/or services described on the front side herein. The Buyer's offer to and the Seller's Acknowledgement to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries to Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent, the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties including warranties prescribed by law shall run to Buyer, its successor, assigns and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
(b) In addition to the warranties and conditions listed above, all orders by Buyer for Electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:
(1) Such equipment shall be UL listed as suitable for use in a Commercial application.
(2) Such equipment shall be provided with three prong, heavy duty power cords.
(3) Suitable operator or user manuals are to accompany all units when delivered. Said manuals shall include:
(A) Illustrations which show locations of controls.
(B) Explanations of the function of each control.
(C) Step-by-Step procedure for proper use of appliance.
(D) Safety precautions (or considerations) in application and in servicing.
(4) Seller shall provide operator training and instructions by demonstration on the equipment supplied.
(5) Seller shall provide preventative maintenance and repair instruction to City employees.
(6) Seller shall provide repair parts, lists, ordering instructions and information as to sources of supply for such repair parts.
(7) All equipment nameplates, warning signs, condensers, operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under normal expected use. Labeling shall be clear and concise and free of misinterpretation.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$500,000 to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder furnish to Buyer a Certificate of Insurance evidencing and foregoing coverages and limits (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all damages, charges, losses (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed. Nothing herein shall waive Buyer's sovereign immunity.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof:
(b) Buyer may terminate this order, in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontractors, outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.
(c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.
(d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request, all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida.
7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by the Buyer in writing. This order shall constitute the entire agreement between the parties.
8. The Seller expressly agreed that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.
9. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted much.
10. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it (with respect to this course of performance provision, any time an individual attempts to perform under the contract in a matter which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
11. **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
12. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
13. **PLACE OF DELIVERY:** All items shall be delivered FOB destination to the City of Deerfield Beach, at address stated on the front page.
14. **INSPECTION OF GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement, it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of Inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
15. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage or other cause giving rise to the claim; provided however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and provided further that, this provision shall not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
16. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except set forth herein, provided however, that notwithstanding any other provision to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness of a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
17. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him/her that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
18. The City of Deerfield Beach is exempt from FEDERAL EXCISE TAXES: Where tax applies, invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.
19. **PUBLIC RECORDS:** Information and materials received by the City in connection with an Offeror's response shall be deemed to be public records subject to public inspection, unless there is an applicable exemption to the public records law provided for in Section 119.07, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).
20. **SCRUTINIZED COMPANIES:** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are in compliance with all applicable provisions of 287.135. Pursuant to Section 287.135, F.S. and the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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. Additionally, the City may immediately terminate this Agreement pursuant to any other conditions or requirements set forth in FLA. Stat. 287.135.
21. By accepting this Purchase Order, the Vendor/Contractor and any sub-contractors related to this Purchase Order shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract/Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. If you have any questions about this requirement, please contact the Purchasing and Contracts Division for more information at 954-480-4381.



City of Deerfield Beach

Purchasing and Contract Administration
Division
401 S.W. 4th Street
Deerfield Beach, Florida 33441
(954) 480-4380 * Fax: (954) 480-4388

Purchase Order No.**PO210262**

PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED

Vendor: BROADCAST SYSTEMS - V00024049
ER TECH SYSTEMS GROUP
INC

290 SW 12TH AVENUE
SUITE 1
POMPANO BEACH, FL 33069

Ship To: WEST WATER PLANT
WEST WATER PLANT

WATER PLANT OPERATIONS
290 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442

Bill To: CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE
DEERFIELD BEACH, FL 33441

PR No	PR210385	Status	PO	Requested By:	Shannon Powell	Terms:	N30	Date Issued:	05/12/21
				Buyer:	IVELSA GUZMAN			Date Required:	
#	Quantity	Unit	Description	Account Number:		Unit Price	Tax/Other	Extended Amt	
0001	1.00	NA	Item #1 - Plant Security	4135000-5366031 (100%)		\$89,965.69	0.00	\$89,965.69	
								PO TOTAL:	\$89,965.69

Purchase Order in accordance with the
U.S. General Services Administration
contract #GSA07F173GA, Total Solutions for
Law Enforcement, Security, Facilities
Management, Fire and Rescue. All terms,
conditions, specifications and pricing
shall apply.
Contract Term: 9/1/2017 - 8/31/2022.
This is an exempt purchase pursuant to
Procurement Code Sec. 38-116, item 3(b)viii.
Reference Broadcast Systems Quote #4009,
dated 5/12/21.

Authorized Signature:

David Santucci

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, Florida
Statute 218.70 through 218.80.

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as “the Articles” and/or services described on the front side herein. The Buyer’s offer to and the Seller’s Acknowledgement to the Buyer shall constitute Seller’s acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries to Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent, the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties including warranties prescribed by law shall run to Buyer, its successor, assigns and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
(b) In addition to the warranties and conditions listed above, all orders by Buyer for Electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:
(1) Such equipment shall be UL listed as suitable for use in a Commercial application.
(2) Such equipment shall be provided with three prong, heavy duty power cords.
(3) Suitable operator or user manuals are to accompany all units when delivered. Said manuals shall include:
(A) Illustrations which show locations of controls.
(B) Explanations of the function of each control.
(C) Step-by-Step procedure for proper use of appliance.
(D) Safety precautions (or considerations) in application and in servicing.
(4) Seller shall provide operator training and instructions by demonstration on the equipment supplied.
(5) Seller shall provide preventative maintenance and repair instruction to City employees.
(6) Seller shall provide repair parts, lists, ordering instructions and information as to sources of supply for such repair parts.
(7) All equipment nameplates, warning signs, condensers, operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under normal expected use. Labeling shall be clear and concise and free of misinterpretation.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller’s (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$500,000 to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder furnish to Buyer a Certificate of Insurance evidencing and foregoing coverages and limits (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all damages, charges, losses (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed. Nothing herein shall waive Buyer’s sovereign immunity.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof:
(b) Buyer may terminate this order, in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontractors, outstanding hereunder, and take any necessary action to protect property in Seller’s possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.
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8. The Seller expressly agreed that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.
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21. By accepting this Purchase Order, the Vendor/Contractor and any sub-contractors related to this Purchase Order shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract/Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. If you have any questions about this requirement, please contact the Purchasing and Contracts Division for more information at 954-480-4381.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1289

Agenda Date: 6/21/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Tower Site License Agreement with NCWPCS MPL 25-Year Sites Tower Holdings, LLC, for the tower located at NE 2nd Street; consenting to the sublease with Dish Wireless, LLC; authorizing execution of the Third Amendment; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On August 18, 2009, the City and New Cingular Wireless PCS, LLC ("New Cingular") entered into a Tower Site License Agreement (the "Agreement"), whereby the City leased to New Cingular a portion of City property containing approximately 1868 square feet (the "Tower Site") with the right of access and a right to install utility service. The Agreement allowed for New Cingular to maintain the 180 foot above ground level monopole and space on the Tower Site, as well as certain equipment cabinet space, and certain easements relating thereto on the City's property located at 150 NE 2nd Avenue, Deerfield Beach, FL.

The Agreement was first amended on August 19, 2015, to provide for the Agreement to be automatically renewed for four (4) additional five (5) year renewal terms, with an expiration of August 17, 2039 (the "First Amendment"). As additional consideration for the First Amendment, the annual license payment was increased one time by ten percent (10%) of the annual license payment. Additionally, New Cingular was replaced by the current lease holder NCWPCS MPL 25-Year Site Tower Holdings, LLC (the "Licensee"). The most recent annual revenue received from the Licensee was \$54,912.78.

The second amendment dated September 5, 2017 provided for additional land and ground space measuring a total of 366 square feet to be used in the same manner as stated in the Agreement. The second amendment allowed for the removal and improvement of the property with certain buildings, improvements, structures, personal property and installations.

Current Activity

The proposed third amendment is to allow Licensee to sublease and grant occupancy to Dish Wireless, LLC ("Dish") to use a 5' by 10' portion of the ground space within the Tower Site (the "Dish Site") to Dish (the "Dish License").

As consideration for the consent of the City to Licensee entering into the Dish License, effective on the first day of the first full month following commencement of construction at the Dish Site, Licensee shall pay additional rent to the City in the amount of \$1,000.00 per month (the "Additional Rent"). Commencing July 1, 2028, and on each anniversary of such date thereafter, so long as the Dish License remains in effect, the Additional Rent shall increase by 2.8%. Licensee shall have the right to terminate the Dish License at any time during the term of the License without terminating the License or any of the rights of Licensee to the Tower Site. Upon such election to terminate the Dish License, Licensee's rights to license, sublicense, lease or otherwise grant rights of occupancy or use in the Dish Site and its obligation to continue the payment of the Additional Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

Recommendation

At the request of the Licensee and the recommendation of staff, this memorandum seeks City Commission approval of the Third Amendment to the Agreement.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE TOWER SITE LICENSE AGREEMENT WITH NCWPCS MPL 25-YEAR SITES TOWER HOLDINGS LLC FOR THE TOWER LOCATED AT NE 2ND STREET; CONSENTING TO THE SUBLEASE WITH DISH WIRELESS, LLC; AUTHORIZING EXECUTION OF THE THIRD AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 18, 2009, the City and New Cingular Wireless PCS, LLC (“New Cingular”) entered into a Tower Site License Agreement (the “Agreement”), whereby the City leased to New Cingular a portion of City property located on NE 2nd Street, containing approximately 1868 square feet (the “Tower Site”) with the right of access and a right to install utility service; and

WHEREAS, the Agreement was first amended on August 19, 2015, to provide for the Agreement to be automatically renewed for four (4) additional five (5) year renewal terms, with an expiration of August 17, 2039, increase the annual license payment, and replace New Cingular with NCWPCS MPL 25-Year Site Tower Holdings, LLC (the “Licensee”) as the current license holder; and

WHEREAS, on September 5, 2017, the Agreement was amended a second time to provide for additional land and ground space, measuring a total of 366 square feet; and

WHEREAS, Licensee has requested the City’s consent to allow Licensee to sublease and grant occupancy to Dish Wireless, LLC (“Dish”) to use a five (5’) by ten (10’) portion of the ground space within the Tower Site (the “Dish Site”) to Dish (the “Dish License”); and

WHEREAS, as consideration for the City’s consent to allow Licensee to enter into the Dish License, Licensee has agreed to pay the City additional rent in the amount of \$1,000.00 per month (the “Additional Rent”) effective on the first day of the first full month following commencement of construction at the Dish Site; and

WHEREAS, commencing on July 1, 2028, the Additional Rent shall increase by 2.8% each year (the “Escalator”); and

WHEREAS, City staff recommends approving and authorizing execution of a third amendment to the Agreement with Licensee, attached as Exhibit “A,” to provide consent for the Dish License and provide for the Additional Rent and Escalator (the “Third Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Third Amendment to the Agreement with Licensee, attached as Exhibit “A,” to provide consent for the Dish License and provide for the Additional Rent and Escalator.

Section 3. The City Commission hereby authorizes the City Manager to execute the Third Amendment with Licensee, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

STATE OF FLORIDA)
)
 COUNTY OF BROWARD)

THIRD AMENDMENT TO TOWER LICENSE AGREEMENT

NE 2nd Street
(BU 840773)

THIS THIRD AMENDMENT TO TOWER LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (having an address of 150 NE 2nd Avenue, Deerfield Beach, FL 33441) (“**City**”), and **NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, a Delaware limited liability company (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, City and Licensee are parties to that certain Tower License Agreement dated August 18, 2009 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in the Original Agreement (the “**Tower Site**”);

WHEREAS, the parties entered into a First Amendment to the Original Agreement dated August 19, 2015 (the “**First Amendment**”) and that certain Second Amendment to the Original Agreement dated September 5, 2017 the (“**Second Amendment**” and together with the First Amendment and the Original Agreement, the “**Agreement**”), a memorandum of which was recorded as Instrument No. 113220512 in the Public Records of Broward County, Florida (the “**MOL**”); and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on August 17, 2039; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The Agreement is hereby amended as follows:

(a) Consent to License of Ground Space. Notwithstanding anything to the contrary set forth in Section 6 of the Agreement, or otherwise in the Agreement, to the contrary, the City hereby consents to the license, sublicense, lease or other grant of occupancy or use by Licensee of a of a five foot (5’) by ten foot (10’) portion of the ground space within the Tower Site (the “**Dish Site**”) to Dish Wireless, LLC, its subsidiaries and affiliates (the “**Dish License**”) and the installation of such the equipment at the Tower Site as deemed necessary or appropriate by

Licensee in connection therewith, all in accordance with the plans and specifications set forth on Exhibit "A" attached hereto (the "**Plans and Specifications**"), which Plans and Specifications are hereby deemed approved by City.

(b) **Consideration.** As consideration for the consent of the City to Licensee entering into the Dish License, effective on the first day of the first full month following commencement of construction at the Dish Site, Licensee shall pay additional rental to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Additional Rent**"). Commencing July 1, 2028, and on each anniversary of such date thereafter so long as the Dish License remains in effect, the Additional Rent shall increase by Two and 8/10 percent (2.8%). Licensee shall have the right to terminate the Dish License at any time during the term of the License without terminating the License or any of the rights of Licensee to the Tower Site. Upon such election to terminate the Dish License, Licensee's rights to license, sublicense, lease or otherwise grant rights of occupancy or use in the Dish Site and its obligation to continue the payment of the Additional Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Licensee with a Change of Ownership Form as provided by Licensee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** City represents and warrants that:

(i) City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(ii) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(iii) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(g) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Page]

LICENSEE:

**NCWPCS MPL 25 - YEAR SITES TOWER
HOLDINGS LLC,**
a Delaware limited liability company

By: **CCATT LLC,**
a Delaware limited liability company
Its Attorney-in-Fact

By: _____ (SEAL)
Name: _____
Its: _____

STATE OF _____)
)
_____ COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20__, by
_____, the _____ of **CCATT LLC**, a
Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 25 - YEAR SITES
TOWER HOLDINGS LLC**, a Delaware limited liability company, who executed the foregoing
Third Amendment to Tower License Agreement on behalf of the said limited liability
company. He/She is personally known to me or has produced _____ as
identification.

Given under my hand this _____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____
My Commission Number: _____

EXHIBIT A

Dish Wireless Installation Plans and Specifications

SECOND AMENDMENT TO TOWER LICENSE AGREEMENT

(BU 840773)

THIS SECOND AMENDMENT TO TOWER LICENSE AGREEMENT ("Second Amendment") is made effective this 5th day of September, 2017, by and between THE CITY OF DEERFIELD BEACH, a municipal corporation with an address of 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 (hereinafter "City") and NCWPCS MPL 25 – Year Sites Tower Holdings LLC, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter "Licensee") by CCATT LLC, its Attorney in Fact ("CCATT"), having a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS:

WHEREAS, City is the owner of that land and property located at 300 NE 2nd Street (Tax Parcel #4743 31 01 0310), Deerfield Beach, Broward County, State of Florida as further described on the attached Exhibit A (hereinafter "Owners Property"); and

WHEREAS, City and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter "New Cingular"), entered into a Tower License Agreement dated August 18, 2009 (as assigned, the "Original Agreement"), as amended by that First Amendment to Tower License Agreement dated August 19, 2015 (hereinafter "First Amendment"), and collectively with the Original Agreement, hereinafter referred to as the "Agreement"), whereby City licensed to New Cingular a portion of the Owners Property comprised of a total of 1,868 square feet and further described and depicted on the attached Exhibit B (hereinafter the "Licensed Property"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, notice of which is provided by that certain Memorandum of Lease (hereinafter "Memorandum"), recorded in Book 46568, Page 1453 in the Official Records, Broward County, Florida; and

WHEREAS, New Cingular assigned all right, title and interest in and to the Original Agreement to Licensee pursuant to AT&T Internal Transfers Agreement dated December 13, 2016; and

WHEREAS, the parties wish to clarify, modify, amend, and alter certain terms and conditions of the Agreement as provided herein.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Licensee agree as follows:

AGREEMENT:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Additional Licensed Property. In addition to the Licensed Property, Licensor hereby licenses to Licensee, and Licensee hereby licenses from City, on the terms and conditions

Site Name: CCCO
BU: 840773
Fixed Asset #: 10023632

- 1 -

By: (Initials) JB Date 10/30/17 Doc Type I
BUN: 840773 Lease/Lic 382337

set forth in this Second Amendment and in the Agreement, the additional land and space set forth and described on the attached Exhibit C, measuring a total of 366 square feet (hereinafter "Additional Licensed Property"). Licensee shall have the right to use the Additional Licensed Property in the same manner and upon the same terms and conditions as the use of the Licensed Property by Licensee under and pursuant to the Agreement. From and after the Effective Date, all references to Licensed Property in the Agreement shall be deemed to include the Additional Licensed Property space licensed to Licensee herein. The Licensed Property and the Additional Licensed Property is set forth and described on the attached Exhibit D. Further, City hereby grants to Licensee, for its use and for use by Licensee's successors, assigns, subtenants and licensees, non-exclusive easements for access, ingress, egress and regress, and for the placement, installation, operation, maintenance and removal of aboveground and below ground utilities, lines, conduits, and equipment on, over, under and through the City's Property in the area between the Licensed Property and the Additional Licensed Property (hereinafter "Additional Access and Utility Easement(s)"), which Additional Access and Utility Easement(s) shall terminate upon the expiration or termination of the Agreement.

3. Removal of Existing Structures. As of the date of this Second Amendment, the Additional Licensed Property is improved with certain buildings, improvements, structures, personal property or installations (hereinafter "Improvements") owned by City. City authorizes, directs, permits, and grants to Licensee and CCATT the right, in Licensee's or CCATT's discretion, to remove, demolish, raze and remove from the Additional Licensed Property any and all Improvements located thereon including, without limitation that wall constructed of concrete, masonry block, or other building material identified as "3' Tall Concrete Wall" on Exhibit C attached hereto (hereinafter the "Removal"), subject to compliance with applicable laws, rules and ordinances. City hereby represents and warrants that City is the sole owner of all such Improvements, free and clear from any liens, claims, mortgages, or security interests therein or thereon, and that City has the unrestricted right, without seeking or obtaining the approval of any other person, entity, or authority to authorize or permit the removal of the Improvements. City further represents, to the best of City's knowledge, that the Improvements do not contain any substance which is considered or defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any state, federal or local law, rule or ordinance. City agrees that Licensee and CCATT shall be entitled to rely on the authorization, representations, direction and provisions set forth herein, and City agrees that such reliance is reasonable.

4. Acknowledgement of Joint User. As permitted pursuant to Section 6 and other pertinent sections of the Agreement, and as further set forth in that Letter Agreement dated January 12, 2016 (hereinafter "Letter Agreement"), a copy of which is attached hereto as Exhibit E, the provisions of which are incorporated herein by reference, City hereby acknowledges and consents to the license or the grant of a right of use for a portion of the Tower Site (including a portion of the Tower Space and a portion of the Licensed Property) to Verizon Wireless, its subsidiaries and affiliates, as a Joint User, as that term is defined in the Agreement (hereinafter "Verizon"), and subject to the terms and provisions of said Section 6 of the Agreement and the Letter Agreement, including the specified revenue share to the City. Plans and specifications of the installation, location, and placement of the equipment of Verizon are set forth on the attached Exhibit F (hereinafter "Plans"). Upon the execution of this Second Amendment by City, the Plans shall be

deemed approved by City in accordance with the terms and provisions of Section 6(B) of the Agreement and the Letter Agreement.

5. Full Force and Effect. All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement, as amended, or this Amendment, this Amendment shall govern and control. The parties agree to execute a Memorandum of this Amendment or, if applicable, an Amended and Restated Memorandum of Agreement contemporaneous with the execution of this Amendment. The recitals set forth in this Amendment are incorporated herein by reference.

6. Binding Effect. The Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

7. Entire Agreement. The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

8. Counterparts. The Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Any signature delivered by facsimile or other forms of electronic transmission, such as a portable document format ("PDF"), shall be considered an original signature by the sending party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

Lataasha Flintroy
Witness
Print Name: Lataasha Flintroy
Amy R. Smith
Witness
Print Name: Amy R. Smith

CITY: City of Deerfield Beach, a municipal corporation

Burgess J. Hanson
By: Burgess Hanson
Its: City Manager
Date: 9/27/17

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

LICENSEE: NCWPCS MPL 25 - Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact

By: J. Leigh Bennett
Name: J. Leigh Bennett
Title: Real Estate Manager

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT A
OWNERS PROPERTY

PARENT PARCEL
(BROWARD COUNTY PROPERTY APPRAISER)

DEERFIELD DEV & LAND CO SUB 2-100 PB LOTS 1 THRU 14 & W 10 OF NE 4 AVE ABUTTING
ALL LOTS & LOTS 15 THRU 23 WITH VAC ALLEYS ADJ BLK 6, TOG WITH LOTS 1 THRU 7 &
W 10 OF NE AVE ABUTTING ALL LOTS & WITH E 1/2 OF PT OF VAC ALLEY W OF & ADJ TO
LOTS 5 THRU 7 BLK 11, TOG WITH A POR OF VAC NE 1 ST BET LOTS 14 OF BLK 6 & LOT 1 OF
BLK 11.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

- 6 -

EXHIBIT B
LICENSED PROPERTY

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET; THENCE NORTH 88°56'37" EAST FOR 12.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°56'37" EAST FOR 1.30 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET; THENCE NORTH 88°56'37" EAST FOR 27.65 FEET; THENCE SOUTH 00°36'03" EAST FOR 29.82 FEET; THENCE SOUTH 88°56'37" WEST FOR 28.71 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 2.34 FEET TO SAID POINT OF BEGINNING.

CONTAINING 824 SQUARE FEET (0.019 ACRES), MORE OR LESS.

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 01°24'00" WEST ALONG THE WESTERLY EXTERIOR FACE OF SAID BUILDING FOR 8.04 FEET TO AN INTERSECTION WITH THE EASTERLY PROJECTION OF THE SOUTHERLY INTERIOR FACE OF A CONCRETE WALL ENCLOSURE AND THE POINT OF BEGINNING; THENCE SOUTH 89°02'20" WEST ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY INTERIOR FACE FOR 23.30 FEET TO THE SOUTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE; THENCE NORTH 00°39'27" WEST ALONG THE WESTERLY INTERIOR FACE OF SAID CONCRETE WALL ENCLOSURE FOR 45.34 FEET TO THE NORTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE FOR 22.71 FEET TO AN INTERSECTION WITH SAID WESTERLY EXTERIOR FACE; THENCE SOUTH 01°24'00" EAST ALONG SAID WESTERLY EXTERIOR FACE FOR 45.41 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,044 SQUARE FEET (0.024 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT B (Continued)
LICENSED PROPERTY

20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE SOUTHWESTERLY CORNER OF A VERIZON WIRELESS PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID VERIZON WIRELESS PARCEL FOR 12.02 FEET TO A POINT ON THE WESTERLY LINE OF A TOWER PARCEL; THENCE SOUTH 01°03'23" EAST ALONG SAID WESTERLY LINE FOR 2.34 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 01°03'23" EAST FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTH OF SAID SOUTH LINE; THENCE NORTH 88°56'37" EAST ALONG SAID PARALLEL LINE FOR 36.88 FEET; THENCE SOUTH 01°03'23" EAST FOR 69.55 FEET TO POINT "A"; THENCE CONTINUE SOUTH 01°03'23" EAST FOR 56.34 FEET; THENCE SOUTH 88°56'37" WEST FOR 134.71 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 3RD AVENUE (40 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 88°56'37" WEST FOR 110.42 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET WEST OF THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND POINT "B"; THENCE NORTH 01°24'00" WEST ALONG SAID PARALLEL LINE FOR 46.81 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AN EQUIPMENT PARCEL AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE THENCE RETURN TO SAID POINT "B"; THENCE SOUTH 88°56'37" WEST FOR 24.29 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 9,380 SQUARE FEET (0.215 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT B (Continued)
LICENSED PROPERTY

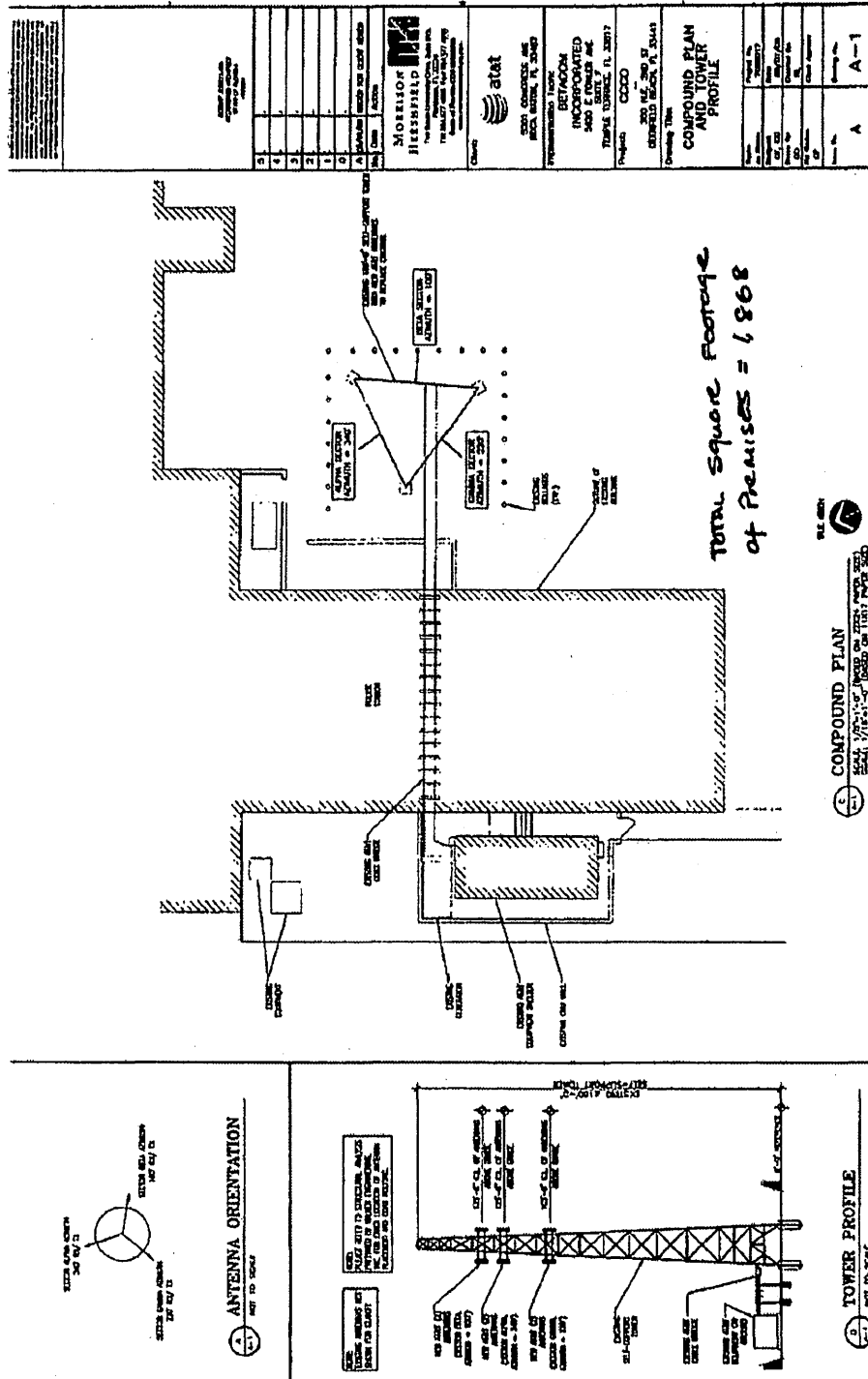
3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE MAIN ROOF LEVEL OF A ONE-STORY CONCRETE BLOCK BUILDING SITUATED IN BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 1.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 47.36 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT; THENCE SOUTH 81°42'41" WEST FOR 5.55 FEET; THENCE SOUTH 89°23'41" WEST FOR 36.53 FEET TO AN INTERSECTION WITH THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND THE EASTERLY LINE OF AN EQUIPMENT PARCEL, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 126 SQUARE FEET (0.003 ACRES), MORE OR LESS.

EXHIBIT B (Continued)
LICENSED PROPERTY



Site Name: CCOO
BU: 840773
Fixed Asset #:10023632

EXHIBIT C
ADDITIONAL LICENSED PROPERTY

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°56'37" EAST FOR 13.32 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A TOWER PARCEL; THENCE NORTH 01°03'23" WEST ALONG SAID WESTERLY LINE AND ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL; THENCE SOUTH 88°56'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID TOWER PARCEL FOR 13.32 FEET TO AN INTERSECTION WITH SAID EASTERLY EXTERIOR FACE; THENCE SOUTH 01°03'23" EAST ALONG SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 366 SQUARE FEET (0.008 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT D
LICENSED PROPERTY AND ADDITIONAL LICENSED PROPERTY

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET; THENCE NORTH 88°56'37" EAST FOR 12.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°56'37" EAST FOR 1.30 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET; THENCE NORTH 88°56'37" EAST FOR 27.65 FEET; THENCE SOUTH 00°36'03" EAST FOR 29.82 FEET; THENCE SOUTH 88°56'37" WEST FOR 28.71 FEET; THENCE NORTH 01°03'23" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 2.34 FEET TO SAID POINT OF BEGINNING.

CONTAINING 824 SQUARE FEET (0.019 ACRES), MORE OR LESS.

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 01°24'00" WEST ALONG THE WESTERLY EXTERIOR FACE OF SAID BUILDING FOR 8.04 FEET TO AN INTERSECTION WITH THE EASTERLY PROJECTION OF THE SOUTHERLY INTERIOR FACE OF A CONCRETE WALL ENCLOSURE AND THE POINT OF BEGINNING; THENCE SOUTH 89°02'20" WEST ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY INTERIOR FACE FOR 23.30 FEET TO THE SOUTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE; THENCE NORTH 00°39'27" WEST ALONG THE WESTERLY INTERIOR FACE OF SAID CONCRETE WALL ENCLOSURE FOR 45.34 FEET TO THE NORTHWESTERLY INTERIOR CORNER OF SAID CONCRETE WALL ENCLOSURE FOR 22.71 FEET TO AN INTERSECTION WITH SAID WESTERLY EXTERIOR FACE; THENCE SOUTH 01°24'00" EAST ALONG SAID WESTERLY EXTERIOR FACE FOR 45.41 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,044 SQUARE FEET (0.024 ACRES), MORE OR LESS.

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT D (Continued)
LICENSED PROPERTY AND ADDITIONAL LICENSED PROPERTY

TOGETHER WITH:

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°56'37" EAST FOR 13.32 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A TOWER PARCEL; THENCE NORTH 01°03'23" WEST ALONG SAID WESTERLY LINE AND ALONG A LINE PARALLEL WITH SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO THE NORTHWEST CORNER OF SAID TOWER PARCEL; THENCE SOUTH 88°56'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID TOWER PARCEL FOR 13.32 FEET TO AN INTERSECTION WITH SAID EASTERLY EXTERIOR FACE; THENCE SOUTH 01°03'23" EAST ALONG SAID EASTERLY EXTERIOR FACE FOR 27.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 366 SQUARE FEET (0.008 ACRES), MORE OR LESS.

20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 43.11 FEET TO THE

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

EXHIBIT D (Continued)
LICENSED PROPERTY

SOUTHWESTERLY CORNER OF A VERIZON WIRELESS PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID VERIZON WIRELESS PARCEL FOR 12.02 FEET TO A POINT ON THE WESTERLY LINE OF A TOWER PARCEL; THENCE SOUTH 01°03'23" EAST ALONG SAID WESTERLY LINE FOR 2.34 FEET TO THE SOUTHWEST CORNER OF SAID TOWER PARCEL; THENCE NORTH 88°56'37" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT; THENCE SOUTH 01°03'23" EAST FOR 10.00 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET SOUTH OF SAID SOUTH LINE; THENCE NORTH 88°56'37" EAST ALONG SAID PARALLEL LINE FOR 36.88 FEET; THENCE SOUTH 01°03'23" EAST FOR 69.55 FEET TO POINT "A"; THENCE CONTINUE SOUTH 01°03'23" EAST FOR 56.34 FEET; THENCE SOUTH 88°56'37" WEST FOR 134.71 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 3RD AVENUE (40 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 88°56'37" WEST FOR 110.42 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 10 FEET WEST OF THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND POINT "B"; THENCE NORTH 01°24'00" WEST ALONG SAID PARALLEL LINE FOR 46.81 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AN EQUIPMENT PARCEL AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE THENCE RETURN TO SAID POINT "B"; THENCE SOUTH 88°56'37" WEST FOR 24.29 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 9,380 SQUARE FEET (0.215 ACRES), MORE OR LESS.

EXHIBIT D (Continued)
LICENSED PROPERTY

3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE MAIN ROOF LEVEL OF A ONE-STORY CONCRETE BLOCK BUILDING SITUATED IN BLOCK 6, DEERFIELD DEVELOPMENT & LAND COMPANY'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SITUATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, SAID BROWARD COUNTY, LYING WITHIN 1.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°22'55" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 FOR 936.98 FEET; THENCE SOUTH 01°24'00" EAST FOR 256.12 FEET TO THE SOUTHWESTERLY EXTERIOR CORNER OF AN ONE-STORY CONCRETE BLOCK BUILDING; THENCE NORTH 88°56'37" EAST ALONG THE SOUTHERLY EXTERIOR FACE OF SAID BUILDING FOR 41.75 FEET TO THE SOUTHEASTERLY EXTERIOR CORNER OF SAID BUILDING; THENCE NORTH 01°03'23" WEST ALONG THE EASTERLY EXTERIOR FACE OF SAID BUILDING FOR 47.36 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 3 FOOT WIDE NON-EXCLUSIVE WAVEGUIDE BRIDGE EASEMENT; THENCE SOUTH 81°42'41" WEST FOR 5.55 FEET; THENCE SOUTH 89°23'41" WEST FOR 36.53 FEET TO AN INTERSECTION WITH THE WESTERLY EXTERIOR FACE OF SAID BUILDING, AND THE EASTERLY LINE OF AN EQUIPMENT PARCEL, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 126 SQUARE FEET (0.003 ACRES), MORE OR LESS.

EXHIBIT E
LETTER AGREEMENT DATED JANUARY 12, 2016

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632

FIRST AMENDMENT TO TOWER LICENSE AGREEMENT
(BU 840773)

THIS FIRST AMENDMENT TO TOWER LICENSE AGREEMENT ("First Amendment") is made effective this 19 day of August, 2015, by and between CITY OF DEERFIELD BEACH, a municipal corporation ("City"), and NCWPCS MPL 25 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), by and through CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, City and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("New Cingular"), entered into a Tower License Agreement dated August 18, 2009 (as assigned, the "Agreement"), whereby City licensed to New Cingular a portion of land being described as a 1,868 square feet portion of that property (said licensed portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Licensed Property") located at 300 NE 2nd Street (Tax Parcel #4743 31 01 0310), Deerfield Beach, Broward County, State of Florida. Notice of the Agreement is provided by, and the Licensed Property is described in that certain Memorandum of Lease ("Memorandum"), recorded in Book 46568, Page 1453 in the Registry; and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on August 17, 2019 ("Original Term"), and City and Licensee now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Licensee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 4(A) of the Agreement is amended by adding the following to the end thereto:

Upon expiration of the five (5) additional one (1) year terms, unless sooner terminated, this Agreement shall automatically renew, commencing on August 18, 2019, for four (4) additional five (5)-year renewal terms, each said renewal term being deemed to be automatically exercised unless Licensee provides notice to City prior to the end of any renewal term of Licensee's intent not to extend this Agreement, in which case this Agreement shall expire at the end of the then current term, or this Agreement is otherwise terminated as provided in this Agreement. Unless sooner terminated as provided for herein, this Agreement shall expire on August 17, 2039.

2. As additional consideration for amending the Agreement in accordance with this First Amendment, on August 18, 2019, the annual license payment shall increase one-time by an amount equal to ten percent (10%) of the annual license payment in effect for the immediately

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632
PPAB 2865271v1

- 1 -

By: (Initials) LMK Date 9/22/15 Doc Type 1
BUN: 840773 Lease/Lic 382337

preceding year ("One-Time License Payment Increase") in addition to the regular percentage license payment increase that is scheduled to occur pursuant to the Agreement on the same date ("Regular License Payment Escalation"). The Regular License Payment Escalation shall be applied first, and then the One-Time License Payment Increase shall be applied after the license payment is increased pursuant to the Regular License Payment Escalation.

3. Section 13 of the Agreement is amended by deleting Licensee's notice addresses and inserting the following:

Licensee: NCWPCS MPL 25 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

4. The Agreement is amended by adding a new Section 25 to the end thereto:

25. RIGHT OF FIRST REFUSAL. If **CITY** receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring **CITY**'s interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Licensed Property, or **CITY**'s interest in this Agreement, or an option for any of the foregoing, **CITY** shall provide written notice to **LICENSEE** of said offer, and **LICENSEE** shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine **LICENSEE**'s possessory or economic interest in the Licensed Property. **CITY**'s notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the **CITY**'s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If **LICENSEE** does not exercise its right of first refusal by written notice to **CITY** given within thirty (30) days, **CITY** may convey the property as described in the **CITY**'s notice. If **LICENSEE** declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and **LICENSEE**'s right of first refusal shall survive any such conveyance. **LICENSEE** shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this

Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after LICENSEE's receipt of CITY's notice and the assignment shall be effective upon written notice to CITY.

5. As additional consideration for amending the Agreement in accordance with this First Amendment, Licensee agrees to pay to City \$10,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

6. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Licensee as follows:

(a) City is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, City owns the Licensed Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Licensed Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Licensee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Licensee's request, City shall discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Licensed Property.

(d) Upon Licensee's request, City shall cure any defect in City's title to the Licensed Property which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Licensed Property.

(e) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Licensee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Licensed Property under the Agreement as amended hereby.

7. IRS Form W-9. City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Licensed Property is transferred, the transferee shall have a duty at the time of such transfer to provide Licensee with a completed IRS

Form W-9, or its equivalent, and other related paper work to effect a transfer in license payments to the new licensor. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from license payments.

8. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between City and Licensee dated August 18, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

CITY:

City of Deerfield Beach,
a municipal corporation

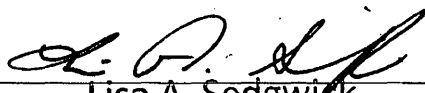
By: Burgess Hanson (SEAL)
Print Name: Burgess Hanson
Title: City Manager

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 25 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By:  (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

Site Name: CCCO
BU: 840773
Fixed Asset #:10023632
PPAB 2865271v1

RESOLUTION NO. 2015/132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE TOWER LICENSE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS PCS, LLC ("LICENSEE"); PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Licensee entered into that certain Tower License Agreement dated as of August 18, 2009 whereby City licensed to Licensee certain City real property for the installation and maintenance of a monopole communications tower together with a right of access ("License Agreement"); and

WHEREAS, the parties desire to amend the License Agreement to provide for additional renewal terms, a one-time additional payment to the City by Licensee, as well as future cost increases.

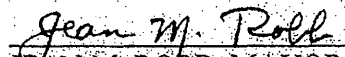
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. Each and every Whereas clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.

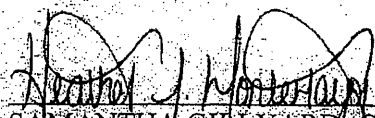
Section 2. The Amendment to the License Agreement is hereby approved in substantially the form as Exhibit "A" attached hereto and made a part hereof and the City Manager is hereby authorized to execute all documents in connection therewith on behalf of the City.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF JUNE, 2015.


JEAN M. ROBB, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield/Resolutions(2nd St Tower License Amend)



Commencement Request Form Network Real Estate Administration

Market Name:.....	SOUTH FLORIDA
Site Name:.....	SF CCCC
Fixed Asset (FA) #:.....(required)	10023632✓
USID:.....	
Facility Name:.....	CCCC
Payee Address, Not Cell Site Address	
Oracle Vendor ID #:.....(required)	2439242
Oracle Vendor Site Name:.....(required)	DEERFIELD BEACH
Vendor/Payment Street Address:.....	City Manager 150 NE Second Av
City:.....	Deerfield Beach
State:.....	FL
ZIP:.....	33441
Lessee(s) Name(s):.....(Inbound)	0
Lessor(s) Name(s):.....(Outbound)	City of Deerfield Beach
Rent Commencement Date:.....	8/18/2009✓
Amendment Rent Increase Date:.....	
AT&T Towers Use Only	Revenue Sharing Required? ☒ No ☐ Yes (provide amount or % due)
Fixed Dollar Amount Due (\$):.....	\$0.00
Percentage (%):.....	0.00%
Comments or Special Instructions:.....	this new lease replaces the month to month. Rent increases back to August 18, 2009 and will need to be adjusted.
Rush*: Is overnight payment delivery required? ☐ Yes ☐ No	
*If overnight delivery is required, please provide signature approval from a Director below. In addition, in the comments field to the right, please provide the Courier Name and Account Number.	
Director Approval Signature: _____	
Approval and Contact Info:	
Authorized Approval Signature:.....	
Name of Approver:.....	John Heggy
Market Contact Name:.....	Debbie Lewis
Market Contact Phone #:.....	561-995-3733
Date Prepared:.....	
Package Prepared & Sent By:.....	Debbie Lewis
Email:.....	
Package Originator	
☒ Market Office	
☐ AT&T Towers	
☐ Strategic Initiatives	
☐ Partnership/MLA	
☐ Other	
*Info required for reporting purposes.	
Commencement Request Form 11/03/2008 Private/Proprietary	
Contains private and/or proprietary information. © Copyright 2008 AT&T Mobility LLC, copying, distribution, or publication without express written permission is prohibited.	

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by The City of Deerfield Beach, a Florida municipality having a mailing address of 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (hereinafter referred to as "**Owner or CITY**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004 (hereinafter referred to as "**LICENSEE**").

RECITALS:

Owner is the fee simple owner of certain real property ("**Owner's Property**"). **Owner's Property** is more particularly described on Exhibit "A"; and

Owner and **LICENSEE** entered into an Agreement dated June 23, 2006 ("**2006 Agreement**") providing for a month to month lease of the Tower Site contemplated herein. **Owner** and **LICENSEE** agree that upon execution of this Agreement, the 2006 Agreement will be null and void and of no further force and effect.

LICENSEE currently occupies and will continue to occupy a portion of **Owner's Property** containing approximately 1,868 square feet (the "**Tower Site**"), together with a right of access and a right to install utility service thereto (the "**Access/Utility Easement**"). Said Tower Site and Access/Utility Easement are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "**Licensed Property**" within the access easement subject to modification by the **CITY** provided reasonable access is provided; and

Pursuant to this Agreement, **LICENSEE** has permission to maintain the 180' foot above ground level ("**AGL**") monopole structure (hereinafter referred to as "**Tower**") on the Tower Site in accordance with current industry standards and all applicable codes and regulations; and

In using the Licensed Property the parties hereto agree that the Tower is designed to accommodate the co-location of certain other telecommunications operators and their respective equipment pursuant to independent-long-term Site Agreements with **LICENSEE** for tower space and the **CITY** for ground space. Those certain other telecommunications operators shall hereinafter be referred to collectively as "**Joint Users**"; and

LICENSEE shall, in good faith, seek to minimize any interference with the other Joint Users using the Tower Site and locating their respective associated equipment in **Owner's Property**. This License is limited to the specific purposes set forth herein.

In consideration of the foregoing, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

1. **RECITATIONS.** The above representations are true and correct and incorporated as binding parts of this Agreement.
2. **LICENSED PROPERTY.** **Owner** hereby grants a non-exclusive license to **LICENSEE**, and **LICENSEE** hereby accepts this license from **Owner** for a portion of **Owner's Property** described above as the Licensed Property.

A) Tower Space. **LICENSEE** may mount its various antennas between the 105 foot and 135 foot level of the Tower to enable **LICENSEE** to erect, maintain and operate said antennas as a part of its telecommunications system. The exact location between said elevations on the Tower will be determined by **LICENSEE** so as to avoid interference with any other approved Joint Users' equipment, cables, lines, antennas and/or any other property located on the Tower or with owner telecommunication equipment or facilities. Neither the height nor size of the Tower may be increased.

B) Equipment Cabinet Space. **LICENSEE** shall maintain the equipment cabinet(s) within the Licensed Property to shelter its communications equipment. The Equipment Cabinet Space shall be landscaped consistent with the City Code.

C) Access. Owner agrees that **LICENSEE** shall have the right to non-exclusive access to the Licensed Property 24 hours a day, 7 days a week, as may be required and mutually agreed with **Owner** to use, operate, maintain and repair the Tower, Tower Site and **LICENSEE'S** Equipment, provided that said usage does not interfere with **Owner's** or Broward Sheriff's Office ("BSO") use or create a safety hazard, or materially interfere with use of neighboring communications facilities. **LICENSEE** may install appropriate protective devices to insure the safety of its equipment with the approval of the **CITY**, which approval shall not be unreasonably withheld.

D) Utility Service. **LICENSEE** shall be solely responsible for, and shall promptly pay all charges for utilities serving the Tower Site and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service and all applicable taxes resulting directly from the location of the Tower at the Tower Site. **LICENSEE** shall have an electric meter(s) installed at the Tower Site and have the right to run necessary utility lines and other electrical equipment as may be necessary.

E) Interference. In its use of the Licensed Property, **LICENSEE** shall be subject to the provisions of Section 17 hereunder which shall govern all license rights granted hereunder.

F) The size of the Tower shall not be increased

3. TOWER SITE. The Tower is located within the Tower Site and as substantially shown in Exhibit "A", to accommodate **LICENSEE** and the Joint Users communication uses as specified herein. **CITY** does hereby grant **LICENSEE** the nonexclusive right for reasonable ingress and egress to **CITY'S** Property seven (7) days a week, twenty-four (24) hours a day, as may be required and mutually agreed with **Owner** to , use, operate, maintain and repair the Tower, Tower Site and **LICENSEE'S** Equipment, provided that said usage does not interfere with **Owner's** use of any **CITY** or BSO facilities, create a safety hazard, or materially interfere with use of neighboring communications facilities. **CITY** shall determine, in its reasonable discretion, the location of such ingress and egress. In the event any public utility shall require any utility easements, **CITY** agrees to cooperate and grant such easement in a timely manner with **LICENSEE** in its efforts to obtain utility services to the Tower Site.

A) **LICENSEE** has constructed the Tower and developed the Tower Site for the installation for current and future communication needs by **CITY**, **LICENSEE** and certain other third party users as further described herein.

B) It is understood and agreed that **LICENSEE'S** obligations hereunder, and its use of the Licensed Property as provided herein, are contingent upon **LICENSEE** obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for maintaining the Tower, and; upon **LICENSEE** not exercising its right of termination as contained in this Agreement.

C) **LICENSEE** may locate and install its antennas and other communications facilities and equipment, upon specifically designated portions of the Tower structure. **LICENSEE** shall be responsible for the cost of any required maintenance to its antennas and associated equipment. Said maintenance is to be performed by **LICENSEE**, or its contractors, in a workmanlike manner and all work is to be done in a manner consistent with **LICENSEE'S** high quality construction standard and in a state of good repair.

4. TERM AND LICENSE FEE. In consideration of **LICENSEE** maintaining the Tower and the Tower Site improvements as specified herein, all at its expense and permitting the CITY to utilize the Tower, **LICENSEE'S** term and annual license fees shall be as follows:

A) The initial term of the Agreement shall be for 5 years ("Initial Term") starting on the Effective Date. The Initial term will terminate on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for 5 additional 1 year terms, upon the same terms and conditions unless **LICENSEE** notifies **CITY** in writing of **LICENSEE'S** intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

B) The annual license payment shall be Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00), ("License Fee") payable on the first day of the month following the Effective Date ("License Fee Commencement Date") of this agreement and due annually thereafter on or before the same date. In partial months occurring after the License Fee Commencement Date, the Licensee Fee will be prorated. The License Fee shall increase by 5% annually. The initial License Fee will be forwarded by **LICENSEE** to **CITY** within thirty (30) days after the License Fee Commencement Date.

C) Time is of the essence in all payments.

5. USE.

A) Use of the Licensed Property by **LICENSEE** shall be for the sole purpose of installing, removing, replacing, upgrading, maintaining and operating, at its sole expense, its communications equipment and uses incidental thereto, including **LICENSEE** antenna array on the Licensed Property. Only a single Tower may be constructed on the Licensed Property. **LICENSEE** shall have the right to install, construct, repair, maintain, operate or remove its communications equipment, including without limitation its equipment cabinet(s), transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("**LICENSEE'S** Equipment"). In the event that any modifications are needed to the Tower Site to accommodate **LICENSEE'S** Equipment, **LICENSEE** shall bear all costs associated therewith. . No use by **LICENSEE** may materially interfere with or hinder **CITY'S** use of the Tower Site or **CITY** property; **LICENSEE** shall use its best efforts to avoid any material interference with other communications equipment of other entities on the Tower and cooperate with other providers to mitigate any such interference. Notwithstanding the foregoing, it is acknowledged between the parties hereto that **LICENSEE** shall retain priority as to any other Joint User.

B) Plans, Specifications and Governmental Approvals. **LICENSEE**, at its own expense, shall prepare all plans and specifications required for **LICENSEE'S** intended use and shall obtain all certificates, permits, licenses and other approvals required by any applicable federal state and local authorities (collectively, "Governmental Approvals") for the use of the Licensed Property. **Owner** shall have the right to approve, in **Owner's** reasonable discretion (consistent with **CITY's** use and desire to permit other use of the Tower Site and to consider aesthetic concerns), the plans and specifications for the installation of **LICENSEE'S** Equipment and any substantive modifications to the Tower Site to accommodate Licensee's Equipment. **CITY's** approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) days). After **CITY's** (i) failure to respond in writing to **LICENSEE'S** proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by **LICENSEE** after comment from **CITY** in accordance with this paragraph, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as **Exhibit B**. If **CITY** disapproves the Plans then the **LICENSE** will provide the **CITY** with revised Plans, such revisions to be within **LICENSEE'S** reasonable discretion. In the event **CITY** disapproves of the Plans upon a second (2nd) submission, **LICENSEE** may terminate this Agreement. **CITY** will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to **LICENSEE** promptly upon request. Responsibility for obtaining permits remains solely with **LICENSEE** and **CITY** shall not be liable for any failure to obtain approvals. Nothing herein shall be deemed to authorize an increase in the height or size of the Tower which is strictly prohibited.

6. USE BY JOINT USERS.

A) Upon the issuance of the Certificate of Completion of the Tower Site, **LICENSEE** pursuant to the Agreement, may license to each Joint User space upon the Tower to maintain and operate its communications system and for no other purposes as may be approved by **LICENSEE**. **LICENSEE** shall have the good faith obligation to permit co-location where feasible and pursuant to reasonable industry standards.

B) The exact locations upon the Tower will be determined by **LICENSEE** so as to avoid interference with **LICENSEE's** telecommunications equipment, cables, lines, antennas and/or any other property located within the Tower Site and Licensed Property, as may be applicable, and to most conveniently accommodate the shared use of the Tower by the Joint Users.

C) **CITY** pursuant to this Agreement, grants to **LICENSEE** and each Joint User permission to locate and attach their necessary transmitter equipment, transmission lines, cables, antennas, fixtures, and other associated equipment on the Tower and Tower Site. **LICENSEE** shall be responsible to the **CITY** for enforcing compliance and said obligations and rights. The provisions of this agreement shall be included within any license agreement between **LICENSEE** and any Joint User and a redacted copy of said agreement will be provided to **CITY** promptly upon final execution by both parties. Any Joint User shall be subject to all the limitations as imposed on **LICENSEE** hereunder.

D) No use of the Tower or Tower Site permitted by **LICENSEE** to any Joint User shall interfere with the **CITY's** use or BSO's use of **CITY** property, **CITY** or BSO function or operations system.

E) Upon any termination, all Joint Users agreements by **LICENSEE** shall provide for such termination so as not to create any monetary or other liability or obligations of any kind for **CITY** to Joint Users and **LICENSEE** shall defend, indemnify and hold the **CITY** harmless from any such liability.

F) LICENSEE shall have the right to all revenue from Joint Users for use, license or lease of Tower Space; the **CITY** shall be entitled to all revenues for use, license or lease by Joint Users of, **CITY'S** Land (not Licensed Property). **LICENSEE** may not sublease to Joint Users any portion of the building housing **LICENSEE'S** equipment without specific written permission from the **CITY**.

7. **TOWER AND TOWER SITE ADMINISTRATOR.** In order to protect the integrity of the Tower and Tower Site, **LICENSEE** does hereby agree to act as the Tower and Tower Site Administrator to assure that any subsequent installation and/or maintenance performed on the Tower or Tower Site by **CITY** or any other Joint User, shall be done in a workman-like manner consistent with high quality construction standards. Prior to the commencement of any installation or maintenance work by any such other Joint User, that User shall submit detailed plans of the work to be performed to **LICENSEE** for its approval and **LICENSEE** shall have the option to approve the contemplated contractor prior to the commencement of any installation or maintenance. **LICENSEE** agrees to hold the **CITY** harmless and indemnify the **CITY** for any negligent actions or omissions by **LICENSEE** in the administration of the Tower or Tower Site.

A) It is the intent of the **CITY** and **LICENSEE** that the designed Tower capacity be reserved to accommodate the antennas, transmitters and equipment of **LICENSEE** and any other approved Joint User, and **LICENSEE** agrees to cooperate in good faith to reserve, protect and carry out such intent. Any necessary Tower studies shall be conducted at the requesting party's expense.

8. **RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER.**

A) **LICENSEE** shall retain ownership of the Tower and all equipment, antenna support structures and trade fixtures placed on the Licensed Property by **LICENSEE** and shall not be deemed fixtures on the land. Notwithstanding the foregoing, upon expiration or termination of this Agreement by **LICENSEE**, at **CITY'S** discretion, **LICENSEE** shall, (i) remove the Tower and its antennas and/or other equipment or, (ii) transfer to **CITY** by Bill of Sale Absolute, free and clear title to the Tower together with all rights to future revenues of fees there from and forfeiture of any bond placed for removal of the Tower. Within thirty (30) days of the date of expiration or termination, **CITY** shall inform **LICENSEE** of its decision with respect to the taking of the Tower and **LICENSEE** shall have ninety days (90) days from the date **CITY** informs **LICENSEE** of its intention to either remove the Tower and its antennas and/or other equipment or turn over the Tower to the City. If **LICENSEE** transfers the Tower to the City, **CITY** shall assume full responsibility for the Tower and **LICENSEE** shall be relieved of all future performances, liabilities and obligations under this Agreement. **LICENSEE** shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. Removal shall not disrupt Owner's operations. Any of **LICENSEE'S** equipment or other property that has not been removed from the Licensed Property as provided herein shall be deemed abandoned by **LICENSEE** and all colocators, and **Owner** shall be free, at **LICENSEE'S** expense, to dispose of same in any manner **Owner** chooses and without any liability to **CITY** therefor and to charge **LICENSEE** for the cost thereof.

B) Any claims relating to the condition of the Licensed Property must be presented by **Owner** in writing to **LICENSEE** within thirty (30) days after the termination of this Agreement or discovery of said condition (whichever occurs later) or **Owner** shall be deemed to have irrevocably waived any and all such claims.

C) Intentionally Deleted

9. MAINTENANCE.

A) **LICENSEE'S** Equipment shall be installed, and constructed by **LICENSEE** at **LICENSEE'S** sole cost and expense, in a good and workmanlike manner in accordance with **LICENSEE'S** specifications and. **LICENSEE** shall maintain **LICENSEE'S** equipment in good order and repair and keep the appearance in materially the form as approved.

B) FAA AND FCC REQUIREMENTS. **LICENSEE** shall comply, at **LICENSEE'S** sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC").

C) MAINTENANCE OF TOWER AND TOWER SITE. **LICENSEE** at **LICENSEE'S** sole cost and expense, shall maintain the Tower and Tower Site in good order and repair. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities, now in effect or hereafter enacted, affecting the Licensed Property, the Tower and Tower Site or appurtenances thereto or any part thereof, other than **LICENSEE'S** facilities.

10. REMOVAL BOND. Upon execution of this Agreement, **LICENSEE** shall post a \$25,000 removal bond with the **CITY**, to secure removal of the Tower from the Tower Site and restore the Site, should **LICENSEE** fail to remove same and restore the Site to its former condition, reasonable wear and tear excepted.

11. LICENSEE'S DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event or Default" hereunder by **LICENSEE**:

(1) The failure by **LICENSEE** to make any payment of the license fee or any other payment required to be made by **LICENSEE** hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by **LICENSEE** from **Owner**.

(2) The failure by **LICENSEE** to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by **LICENSEE**, other than as specified in section (1) above, where such failure shall continue for a period of forty-five (45) days after written notice thereof is received by **LICENSEE** from **Owner**; provided, however, that it shall not be deemed an Event of Default by **LICENSEE** if **LICENSEE** shall commence to cure such failure within said forty-five (45) day period and thereafter diligently and continuously prosecutes such cure to completion. Delay in curing a default will be excused if due to causes beyond the reasonable control of **LICENSEE**.

12. OWNER'S DEFAULT. In the event of a breach by **Owner** of any of the material covenants or provisions hereof and **Owner's** failure to cure any breach of any other provision of the Agreement after thirty (30) days written notice and demand, **LICENSEE** shall have the right of injunction or to terminate the Agreement upon ninety (90) days notice. These shall be **LICENSEE'S** sole and exclusive remedies for any default by **Owner** except where specifically and expressly stated otherwise herein. It shall be deemed an event of default by **CITY** and a breach of this Agreement if **CITY** fails to provide reasonable access to

the Leased Premises.

13. NOTICES. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is three (3) days after deposit in the United States Mail, as the case may be.

Owner: City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441-3598

Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CCCO; Cell Site Name CCCO
Fixed Asset No: 10113252
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: CCCO; Cell Site Name CCCO
Fixed Asset No: 10113252
1025 Lenox Park Blvd. NE
5th floor
Atlanta, GA 30319-5309

Any party may change his, her or its address for notice purposes by giving notice in accordance with this paragraph.

14. ASSIGNMENT.

A) **LICENSEE** may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of **CITY**, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that **LICENSEE** may assign, sell or transfer its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth herein. Upon notification to **CITY** of such assignment, transfer or sale, Licensee will be relieved of all future performances, liabilities and obligations under this Agreement provided assignee recognizes its obligations hereunder. **CITY** may assign this Agreement upon written notice to **LICENSEE**, subject to the assignee assuming all of **CITY'S** obligations herein, including but not limited to, those set forth in Paragraph 18 below. Notwithstanding anything to the contrary contained in this Agreement, **LICENSEE** may assign, mortgage, pledge,

hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom **LICENSEE** (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

B) If required by the **CITY**, upon assignment or other transfer of all or any part of the interest in this agreement by **LICENSEE**, the Assignee shall acknowledge in writing to the **CITY**, the acceptance of all the obligations of the lease or the portion of the agreement that Assignee is assuming.

15 TERMINATION. A) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which remains in default under Paragraph 11 of this Agreement after the applicable cure periods; (ii) by **LICENSEE** for any reason or for no reason, provided **LICENSEE** delivers written notice of early termination to **CITY** no later than thirty (30) days prior to the Commencement Date; or (iii) by **LICENSEE** if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of **LICENSEE** Equipment; or (iv) by **LICENSEE** if **LICENSEE** is unable to occupy and utilize the Licensed Property due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by **LICENSEE** if **LICENSEE** determines that the Licensed Property is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by **LICENSEE** upon sixty (60) days prior written notice to **CITY** for any reason or no reason, so long as **LICENSEE** pays **CITY** a termination fee equal to three (3) months License Fee, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by **LICENSEE** under any one or more of Paragraphs 5, 12, 16(d), 17, 23 and 24 of this Agreement.

C) If there occurs an Event of Default by **LICENSEE**, **Owner** shall not have the right, prior to the termination of this Agreement or other order by a court of competent jurisdiction, to remove **LICENSEE'S** property from the Licensed Property and/or remove persons or property from the Licensed Property. However, **CITY** shall have the absolute right to unrestricted access to the full use of all **CITY** property and equipment and make take all reasonable actions necessary to protect said access or cure interference with **CITY** operations.

16. HAZARDOUS SUBSTANCES

A) **Owner** and **LICENSEE** each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Paragraph B, below) on, under, about or within **Owner's** Property in violation of any applicable law or regulation. .

B) **Owner** and **LICENSEE** each agree to defend and indemnify the other against any and all losses, liabilities, claims, judgments and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Paragraph A, above. As used in Paragraph A, above, "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos). **Owner** does not waive its sovereign immunity or any immunity or damage limitations provided by law, statute or regulation.

C) The indemnifications of this Paragraph 16 specifically include reasonable costs, expenses

and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provision of this paragraph 16 will survive expiration or termination of the Agreement.

D) In the event **LICENSEE** becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in **LICENSEE**'s sole determination, renders the condition of the Licensed Property or Owner's Property unsuitable for **LICENSEE**'s use, or if **LICENSEE** believes that the leasing or continued leasing of the Licensed Property would expose **LICENSEE** to undue risks of government action, intervention or third-party liability, **LICENSEE** will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Owner.

17. INTERFERENCE.

A) **LICENSEE** agrees to install and operate communications equipment of a type and configuration frequency, and in a location which will not cause material interference with or damages to Owner's equipment. In the event **LICENSEE** Equipment or its operation or use or maintenance of said equipment causes damages or causes interference with Owner's, equipment, facilities, or any of Owner's property of whatsoever nature, **LICENSEE** shall immediately, upon notice from the **CITY**, take all steps necessary to correct and shall completely remedy such damage or eliminate such interference at **LICENSEE**'S sole cost and expense. In the case of an emergency, or failure by **LICENSEE** to eliminate the damage or interference within 48 hours of receipt of notice from the **CITY**, the **CITY** may take any actions needed to resolve any emergency resulting from **LICENSEE**'S use or equipment and charge said costs to **LICENSEE** which shall pay said costs within thirty (30) days of receipt of documentation of said costs. **CITY** shall, to the extent feasible, notify **LICENSEE** of such emergency and its actions to remedy said actions. To the extent feasible, **CITY** shall use its best efforts not to cause damage to **LICENSEE**'S equipment. In the event that any addition or modification to Owner's Equipment causes interference with **LICENSEE**'S Equipment or communications signal or system, Owner, upon notification of such interference, agrees to promptly seek a remedy for such interference at Owner's expense) until such interference is corrected to **LICENSEE**'S reasonable satisfaction. In the event Owner and **LICENSEE** cannot resolve the interference problem, **LICENSEE** shall have the right as its sole and exclusive remedy for any interference or interruption, or the failure of the **CITY** to effect a remedy, to terminate this Agreement on thirty (30) days notice

B) **LICENSEE** may permit Joint Users to locate on the Tower. **LICENSEE** shall require said operators to take actions to remedy any material interference with the **CITY** (or any **CITY** property) or another Joint User, or **LICENSEE**'S equipment or operational capabilities upon written notice from **LICENSEE**. **LICENSEE** shall be responsible to enforce this obligation. If **LICENSEE** is unable to remedy the material interference caused by another operator, **LICENSEE**, at its discretion, shall have the right to terminate that offending User's access to the Tower or Tower Site, or take any other action against the Joint User to obtain compliance.

LICENSEE shall fully cooperate with any other operators of communications equipment on the Tower (and associated equipment in the areas in the vicinity of the Tower Site) to minimize interference with such operations and take such reasonable actions as are necessary to minimize or eliminate such interference. This obligation shall be undertaken by **LICENSEE** in good faith and with diligence to minimize any such interference. Further, after initial installation, **LICENSEE** agrees that it shall not install or alter its equipment or facilities in such a way as to cause any material interferences with any other

Joint User's use of its communications equipment at the Tower Site.

18. INDEMNIFICATION, LIABILITY AND INSURANCE.

A) By **CITY**. Subject to Section 768.28 of the Florida Statutes and other Florida law, the **CITY** shall indemnify and hold harmless **LICENSEE** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **LICENSEE** or any affiliate or subsidiary of **LICENSEE** on account of or arising from **CITY'S** use of the Tower site, or from any other activity of **CITY** in or about the **CITY'S** property resulting from the negligence or misconduct by **CITY**. To the extent permitted by law, the **CITY**, upon notice from **LICENSEE**, shall resist and defend at **CITY'S** expense any such actions or proceedings by counsel reasonably satisfactory to **LICENSEE**. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party, or any Joint Users, and shall not apply to conduct not permitted by this License Agreement and shall be subject to and limited by the provisions contained in paragraph 24.I, and all damage remedies limited thereby. This indemnity shall survive the termination of this Agreement. The **CITY** does not waive its sovereign immunity or any immunity provided by law, statute, or regulation.

B) **LICENSEE** shall indemnify and hold harmless the **CITY** against and from all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including attorneys' fees, costs and expenses) incurred by the **CITY** on account of or arising from any activity of **LICENSEE** in or about the **CITY'S** property resulting from the negligence or misconduct by **LICENSEE** or **LICENSEE'S** agents, employees, or tower colocators on or about the **CITY'S** Property and Licensed Property. **LICENSEE** upon notice from **CITY** shall resist and defend at **LICENSEE'S** expense any such action or proceedings by counsel reasonably satisfactory to **CITY**. This indemnity shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party and shall supersede and not be limited by the provisions contained in paragraph 24.I. This indemnity shall survive termination of this Agreement.

C) Waiver of Subrogation. **CITY** and **LICENSEE** release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Licensed Property or to the **LICENSEE** Equipment thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. **CITY** and **LICENSEE** shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither **CITY** nor **LICENSEE** shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 18.

D) Insurance. **LICENSEE** will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000. **LICENSEE** shall further maintain, at its sole cost, during the Term, an "All-Risk" policy of casualty insurance upon the communications facility (except the Tower), insuring same for not less than its full replacement cost. All policies of insurance maintained by **LICENSEE** as provided hereunder shall include **CITY** as an additional insured and shall provide that such policies may not be canceled or modified except upon thirty (30) days prior notice to **CITY** and shall be issued by insurance carriers reasonably acceptable to **CITY** provided that **LICENSEE** shall be allowed to maintain such coverage under a program of self-insurance, so long as **LICENSEE** delivers evidence to **CITY** of the existence of such program. Upon full execution of this License Agreement, **LICENSEE** shall deliver to **CITY** certificate(s) of insurance evidencing the coverage required by this Section.

19. CONDEMNATION.

CITY will, within 48 hours of receipt of notification, provide **LICENSEE** with notice in the event the whole of **CITY'S** Property, including without limitation the Tower Site, or such portion thereof as will make the Licensed Property unusable for the purposes herein contained, are condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof. In either of said events, the term or any renewal term hereby granted shall cease from the time when possession of the Licensed Property, inclusive of the Tower Site, is taken by public authorities, and rental shall be accounted for as between **CITY** and **LICENSEE** as of the date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of **CITY** and **LICENSEE** hereunder. Nothing in this provision shall be construed to limit or affect **LICENSEE's** independent right to an award of compensation of any eminent domain proceeding for the taking of **LICENSEE's** antenna and equipment, if taken.

20. LIENS.

A) **LICENSEE** shall keep the Tower Site free from any liens arising out of any work performed, material furnished, or obligations incurred by or for **LICENSEE**. **LICENSEE** shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which **CITY** permits **LICENSEE** to perform on the Property shall be deemed to be for the use and benefit of **CITY** so that no mechanics or other lien shall be allowed against the estate of **CITY** by reason of its consent to such work. **CITY** shall have the right to post notices that it is not responsible for payment for any such work.

B) **CITY** waives any lien rights it may have concerning the **LICENSEE** Equipment and Tower which are deemed **LICENSEE's** personal property and not fixtures, and **LICENSEE** has the right to remove the same at any time without **CITY'S** consent.

CITY acknowledges that **LICENSEE** has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the **LICENSEE** Equipment and Tower (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, **CITY** (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any License Fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

21. SALE OR TRANSFER BY OWNER.

If **CITY**, at any time during the initial term or any extended term of this Agreement, sells, leases, transfers or otherwise conveys all or any part of **CITY'S** Property to any transferee other than **LICENSEE**, such transfer shall be subject to the terms and provisions of this Agreement and all of **LICENSEE's** rights hereunder and acknowledge same in writing to the **CITY**.

22. TAXES. **LICENSEE** shall be responsible for and shall hold **CITY** harmless from any and all taxes levied upon the Tower or **LICENSEE'S** leasehold improvements (including **LICENSEE'S** equipment building and tower) on the Licensed Property or the land upon which they are located if said

taxes are the result of license's, improvements or use. CITY shall provide LICENSEE with copies of all assessment notices on or including the Licensed Property. LICENSEE shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Licensed Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as LICENSEE may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name LICENSEE with respect to the valuation of the Licensed Property. CITY shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by LICENSEE and any refunds or rebates secured as a result of LICENSEE'S action shall belong to LICENSEE.

23. DAMAGE OR DESTRUCTION.

A) In the event that, at any time during the term of this Agreement, the Tower shall be partially destroyed or damaged, then LICENSEE, its agents, representatives, or employees, shall have the right, but not the obligation, at its own cost and expense, to repair, replace or rebuild the Tower and/or Tower Site. In the event LICENSEE had not commenced such repair, replacement, or rebuilding within forty-five (45) days after the date of such damage or destruction, CITY may, upon written notice to LICENSEE terminate this Agreement as of the date set forth in such notice and all license fees and other sums shall be accounted for between CITY and LICENSEE as of the date the Tower Site became unavailable to LICENSEE. License fees shall abate to the extent that, and for the period that, the Licensed Property is not usable for the conduct of LICENSEE's business. ~~In the alternative, LICENSEE shall be permitted to construct a tower within 300 feet of the Tower Site. These shall be LICENSEE's sole and exclusive remedies for such damage.~~

B) In the event of any such damage or destruction which renders LICENSEE's Equipment non-operable for a period reasonably expected to exceed five (5) days, LICENSEE shall have, and CITY hereby grants to LICENSEE, the right, at no additional cost, to bring and maintain upon CITY'S Property such temporary communications facilities, as LICENSEE shall reasonably determine are the minimum necessary to continue to operate LICENSEE's communications system and provided (i) that such temporary facilities do not materially interfere with CITY'S or any other tenant's communications operations on CITY'S Property or the repair or replacement of the damaged facilities; (ii) that LICENSEE obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; (iii) that LICENSEE shall remove such temporary facilities upon the sooner of (a) the restoration of service by LICENSEE's equipment, or (b) termination of this Agreement. This shall be LICENSEE'S sole and exclusive remedy.

C) If LICENSEE exercises its right to construct a tower pursuant to any of the above, this Agreement shall remain in full force and effect. All construction shall comply with applicable codes and regulations.

 D) ~~Should the Tower Site be destroyed and LICENSEE elects, at its sole expense to construct a replacement tower structure, LICENSEE and CITY shall work together to determine an alternate site for the erection of such tower structure subject to reasonable terms and conditions under the then existing circumstances.~~

24. MISCELLANEOUS.

A) **LICENSEE**, upon paying the License Fee, shall peaceably and quietly have, hold and enjoy the Licensed Property subject to all terms and conditions set forth herein. **CITY** shall not cause or permit any use of the **CITY'S** Property or the Licensed Property to materially interfere with or impair the quality of the communications services being rendered by **LICENSEE** from the Licensed Property, nor shall **CITY** have unsupervised access to **LICENSEE'S** Equipment. **CITY'S** obligations as set forth in this section, are subject to and governed by the rights and obligations set forth herein which supersedes all other sections. **LICENSEE'S** sole remedy for **CITY'S** violation of this section shall be to terminate this Agreement.

B) **CITY** represents and warrants that **CITY** has full authority to enter into and sign this Agreement.

C) This Agreement contains all agreements, promises and understandings between the **CITY** and **LICENSEE**. All exhibits are incorporated by reference.

D) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of **CITY** and **LICENSEE**. **LICENSEE** may not permit any other use of the Licensed Property for any purpose except as expressed herein.

E) The drafting of this Agreement has been a joint endeavor between the parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one party than the other.

F) The prevailing party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G) The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

H) A memorandum of agreement, a copy of which is attached hereto, shall be recorded by **LICENSEE** within forty-five (45) days of the final execution of this Agreement.

I) Notwithstanding anything to the contrary contained herein, in no case shall **CITY** be liable to the **LICENSEE** for consequential or special damages of any kind whatsoever, including but not limited to lost revenues, lost profits, or any other damages of any kind whatsoever in any way related to damage, interference, down time, or relocation of **LICENSEE'S** equipment or that of any Joint Users resulting from any **CITY** breach or default under this Agreement of whatsoever nature, including any negligence of the **CITY**. Further, **CITY** shall have no liability for damages or interference caused by parties other than the **CITY** itself. All Joint Users shall be specifically made aware of these limitations and expressly agree to same in writing, which written document shall be acceptable to **CITY**. All indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement. This provision shall supercede any provisions which may be construed to grant the **LICENSEE** any claim for damages in excess of this limitation; provided that any provisions providing for more limited remedies shall govern.

J) Nothing contained herein shall be deemed to grant any cable television rights or franchise of any kind to **LICENSEE** or any Joint Users.

K) All disputes arising under this Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

L) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Licensee Fee and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Property. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one year's License Fee has been paid in advance.

M) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

N) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

O) **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[Signatures on following Pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Print Name: Quintella Jones

[Signature]
Witness

Print Name: Samantha Gillyard

OWNER
CITY OF DEERFIELD BEACH

By: [Signature]

Print Name: Peggy No Land

Title: Mayor

Address: 150 NE 2nd Ave.

Deerfield Beach, FL 33441

Executed on 18 day of August, 2009

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of August, 2009, by Peggy Noland, as Mayor of the City of Deerfield Beach, a municipal corporation, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public
Print Name: Quintella Jones

My Commission Expires:

(Seal)



[Signatures continued on next page]

WITNESSES:

Debbie Lewis
Print Name: Debbie Lewis

"LICENSEE"

New Cingular Wireless PCS, LLC
a Delaware limited liability company,

By: AT&T Mobility Corporation
Its: Manager

Anita Brommer
Print Name: Anita Brommer

By: [Signature]
Name: John Heggy
Manager of
Date: Real Estate /Construction
7/20/09

STATE OF Florida
COUNTY OF Palm Beach

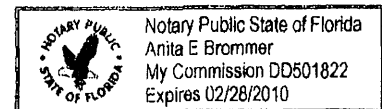
The foregoing instrument was acknowledged before me this 20 day of July, 2009, by John Heggy, Mgr. Real Estate of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Anita E. Brommer
Name: _____
Notary Public

Serial No.: _____

My Commission Expires: _____

[NOTARIAL SEAL]



PROPOSED EXHIBIT LIST

- | | | |
|--------------------|----|---|
| EXHIBIT "A" | -- | Owners Property |
| EXHIBIT "B" | -- | Sketch of Leased Property (including Equipment Cabinet Space, Tower Space and Access/Utility Easement). |
| EXHIBIT "C" | -- | Description of Antenna(s) and Equipment. |
| EXHIBIT "D" | -- | Memorandum of Lease. |
-

EXHIBIT A

OWNER'S PROPERTY

All of Blocks 5 and 6, "DEERFIELD DEVELOPMENT AND LAND COMPANY'S SUBDIVISION", according to the the Plat thereof, as recorded in Plat Book 2, Page 100, of the Public Records of Palm Beach County, Florida, LESS the North 10.00 feet thereof;

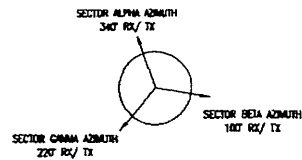
together with

Lots 1, 2, 3, 4, 5, 6, 7, Block 11, "DEERFIELD DEVELOPMENT AND LAND COMPANY'S SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 2, Page 100, of the Public Records of Palm Beach County, Florida.

together with

That 40.00 foot wide right-of-way for N.E. 1st Street lying North of and adjacent to Lot 1, Block 11 of said Plat of "DEERFIELD DEVELOPMENT AND LAND COMPANY'S SUBDIVISION", as abandoned in Official Records Book 14087, Page 993, of the Public Records of Broward County, Florida. Said lands situate in the City of Deerfield Beach, Broward County, Florida.

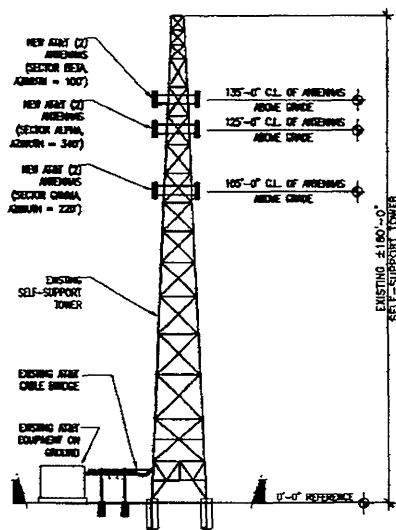
EXHIBIT B
LEASED PROPERTY
(Sketch Attached)



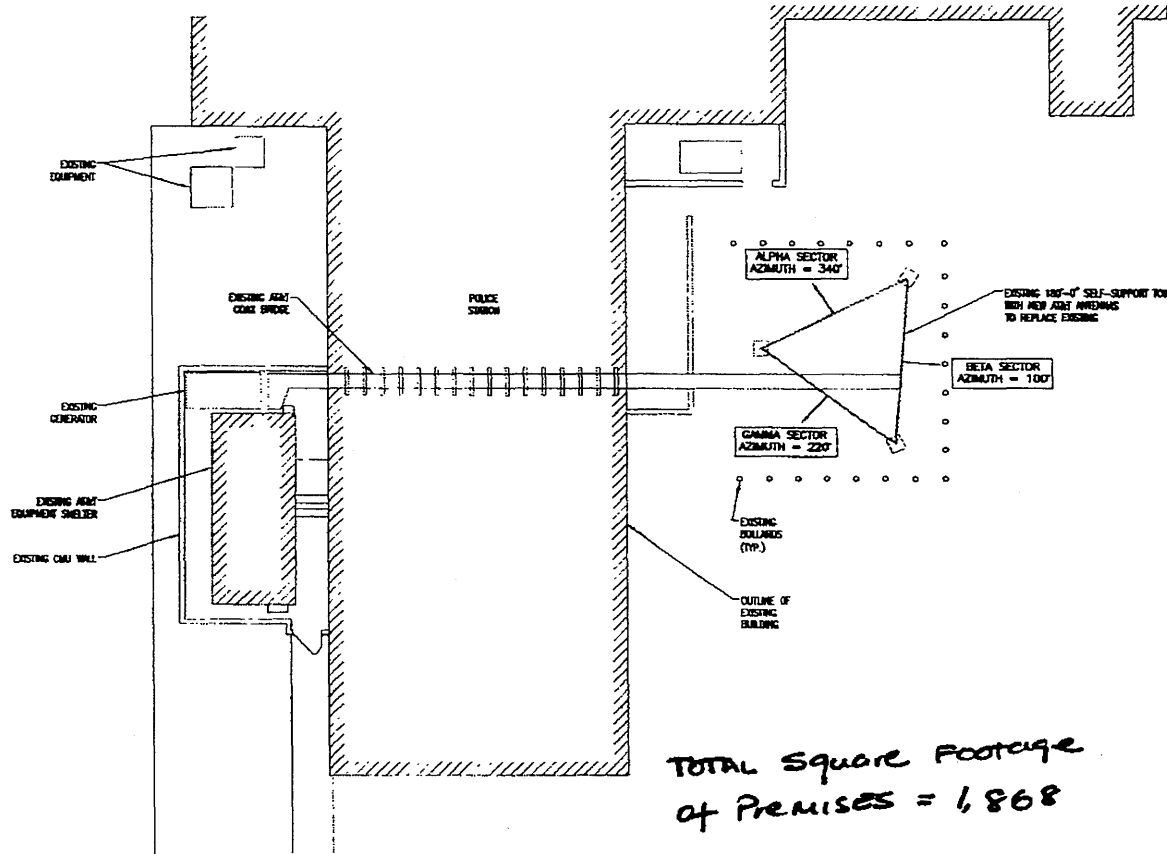
ANTENNA ORIENTATION
A-1
NOT TO SCALE

NOTE:
EXISTING ANTENNAS NOT
SHOWN FOR CLARITY

NOTE:
PLEASE REFER TO STRUCTURAL ANALYSIS
PREPARED BY WALKER ENGINEERING,
INC. FOR EXACT LOCATION OF ANTENNA
PLACEMENT AND CABLE ROUTING.



TOWER PROFILE
B
A-1
NOT TO SCALE



**TOTAL Square Footage
of Premises = 1,868**

COMPOUND PLAN
C
A-1
SCALE: 1/8"=1'-0" (BASED ON 22X24 PAPER SIZE)
SCALE: 1/16"=1'-0" (BASED ON 11X17 PAPER SIZE)



Robert J. Hershfield, Architect
REGISTERED ARCHITECT
STATE OF FLORIDA
00000000

5		
4		
3		
2		
1		
0		

A: JOB/PLAN ISSUED FOR CLIENT REVIEW
No. Date Action

**MORRISON
HERSHEFIELD**
Two South University Drive, Suite 245,
Tallahassee, FL 32304
Tel: 904.577-4000 Fax: 904.577-4008
State of Florida CDB 00000000
www.morrisonhershfield.com

Client:
at&t
5201 CONGRESS AVE
BOCA RATON, FL 33487

Implementation Team:
**BETACOM
INCORPORATED**
5620 E. FOWLER AVE
SUITE F
TEMPLE TERRACE, FL 33617

Project: **CCCCO**
300 N.E. 2ND ST
DEERFIELD BEACH, FL 33441

Drawing Title:
**COMPOUND PLAN
AND TOWER
PROFILE**

Scale:	Project No.
As Shown	7080017
Revised:	Date
CF, CC	05/01/08
Drawn By:	Checked By:
CD	RL
PL System:	Client Approval
CF	
Issue No.	Drawing No.
A	A-1

EXHIBIT C
Description of Antenna and Equipment

Centerline of Antenna 125'

Antennas:

Quantity	Two (2)
Manufacturer	Kathrein
Model	742-264

Tower Mounted Amplifiers

Manufacturer	RFS
Model	ATM19801712-0

Diplexers

Manufacturer	RFS
Model	FDGW5504/1C-3L

RET

Model	Four (4) 860-10025
-------	-----------------------

Centerline of Antenna 135'

Antennas:

Quantity	Two (2)
Manufacturer	Kathrein
Model	800-10121

Tower Mounted Amplifiers

Manufacturer	RFS
Model	ATM19801712-0

Diplexers

Manufacturer	RFS
Model	FDGW5504/1C-3L

RET

Model	Four (4) 860-10025
-------	-----------------------

Centerline of Antenna 105'

Antennas:

Quantity	Two (2)
Manufacturer	Kathrein
Model	742-264

Tower Mounted Amplifiers

Manufacturer	RFS
Model	ATM19801712-0

Diplexers

Manufacturer	RFS
Model	FDGW5504/1C-3L

RET

Model	Four (4) 860-10025
-------	-----------------------

EXHIBIT D

Prepared by:

Genevieve Simpson

SBA Network Services, Inc.

5900 Broken Sound Parkway

Boca Raton, Florida 33487

Return to:

New Cingular Wireless PCS, LLC

12555 Cingular Way

Alpharetta, Georgia 30004

Attn: Network Real Estate Administration

Re: Cell Site #CCCO; Cell Site Name: CCCO

Fixed Asset # 10023632

State: Florida

County: Broward

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2009, by and between The City of Deerfield Beach, a Florida municipality having a mailing address of 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (hereinafter referred to as "**Owner or City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004 (hereinafter referred to as "**LICENSEE**").

1. City and LICENSEE entered into a certain Tower License Agreement ("**Agreement**") on the ____ day of _____, 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the ____ day of _____ 2009, with five (5) successive five (1) year options to renew.

3. The portion of the land being leased to Licensee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER
CITY OF DEERFIELD BEACH

Witness

By: _____

Print Name: _____

Print Name: _____

Witness

Title: _____

Print Name: _____

Address: _____

Executed on ____ day of _____, 2009.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____ 2009, by Peggy Noland, as Mayor of the City of Deerfield Beach, a municipal corporation, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Print Name: _____

My Commission Expires:

(Seal)

Signatures continued on next page]

WITNESSES:

Print Name: _____

Print Name: _____

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 ____, by _____, _____ of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Name: _____
Notary Public

Serial No.: _____

My Commission Expires: _____

[NOTARIAL SEAL]

SF-CCCO

(S.F.L.)

AGREEMENT

This Agreement is entered into this _____ day of _____, 2006, by and between the City of Deerfield Beach ("City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to BellSouth Mobility, Inc. d/b/a Cingular Wireless ("Cingular") as follows:

WHEREAS, on April 12, 1991, the City and BellSouth Mobility, Inc. entered into a license agreement with respect to the City of Deerfield Beach Public Safety Building (the License Agreement), a copy of which is attached hereto; and

WHEREAS, as of April 12, 2006, the License Agreement is terminated; and

WHEREAS, Cingular is the successor to BellSouth Mobility, Inc. under the Agreement; and

WHEREAS, Cingular, as successor to BellSouth Mobility, Inc., is exploring with the City possibilities for other site locations for Cingular's telecommunications tower; and

WHEREAS, the City is willing to permit Cingular to continue to use the Public Safety Facility Building (the Site) on a month-to-month basis, while Cingular considers alternatives; and

WHEREAS, the City would not enter into this agreement on a long term basis and is desirous of having the present communications tower removed from the Site; and

WHEREAS, Cingular understands City's desire to have the present tower removed and that this is a month-to-month agreement, terminable at will by the City and that it has no right to use the Site except on the limited basis as set forth herein; and

WHEREAS, Cingular shall remove all equipment and facilities installed pursuant to the License Agreement upon the thirty (30) days notice provided for herein;

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The above representations are true and correct and made a part hereof.

Section 2. The City shall permit Cingular to continue to use the Site as provided for in the License Agreement on a month-to-month basis. The City shall be permitted to terminate this month-to-month usage on thirty (30) days written notice to Cingular. The parties understand that the License Agreement has been terminated and that this month-to-month agreement is made for the convenience of the parties and may be terminated as set forth herein. This provision shall supercede any rights granted or claimed to be granted in the License Agreement and shall supercede all considerations in determining the rights of Cingular to use the Site.

Section 3. Upon receipt of thirty (30) days written notice from the City to vacate the Site, Cingular shall expeditiously remove the communications tower and all related equipment from the Site and attendant sites and restore the Site and attendant sites to their prior condition, normal wear and tear accepted. Removal shall be undertaken in consultation with City to assure that activities of City or BSO are not disrupted. If Cingular fails to remove the tower within the thirty (30) days written notice provided, the City may undertake removal of the tower and related equipment and Cingular shall be responsible to pay to the City the costs of said removal. This provision for removal shall supercede any provisions to the contrary in the License Agreement. Further, Cingular shall, within seven (7) days hereof, post a \$10,000 cash bond with City to secure said costs of removal. Within ten (10) days of removal of all facilities by Cingular in accordance with these terms, the City shall return the cash bond to Cingular.

Section 4. All other provisions of the License Agreement shall continue in full force and effect to the extent they are not inconsistent with the provisions herein and the spirit and intent of this Agreement which is to provide for temporary continuation at the sole discretion of the City. All inconsistencies between the License Agreement or any other agreement relative to the subject Site and Tower and this month-to-month license extension shall be resolved in favor of this agreement and to effectuate the intent as set forth herein and to assure the limited month-to-month term as set forth herein. All previous agreements between the parties are amended to the extent that they are inconsistent herewith or could be interpreted to grant rights to Cingular in excess of the month-to-month license rights set forth herein.

Section 5. Cingular hereby acknowledges that this agreement is a short term accommodation by the City and waives any claims of any kind related to continued use or occupation of the Site as set forth in the License Agreement, except as provided in this Agreement.

Section 6. All notices required in accordance with the terms of this Agreement shall be forwarded to the parties at the following addresses:

To CITY: City Manager
City of Deerfield Beach
150 N. E. 2nd Avenue
Deerfield Beach, Florida 33441

To CINGULAR: Cingular Wireless
Mail Code GAN02
Norcross, GA 30071
Attn: Network Real Estate Administration

With a copy to: Cingular Wireless
Site CCGO
5201 Congress Avenue
Boca Raton, FL 33487
Attn: Manager, Real Estate & Construction - Network

And: Cingular Wireless LLC
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342
Attn: Legal Department

Section 7. Cingular and City hereby certify that each party has authority to execute this Agreement and be bound by the terms hereof.

Section 8. This Agreement shall be effective upon execution by the last signatory hereto.

CITY OF DEERFIELD BEACH

Witnesses:

Print Name:

Print Name:

By:

Larry R. Deaton, City Manager

Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____ 2006, by LARRY R. DEETJEN, City Manager of the CITY OF DEERFIELD BEACH, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public

Print Name: _____

My Commission Expires: _____

(Seal)

NEW CINGULAR WIRELESS PCS, LLC

Witnesses:

David Medwid
Print Name: **David Medwid**

Debbie Lewis
Print Name: **Debbie Lewis**

By: Mark Austin
Print Name: **Mark Austin**
Title: **Exec. Director - Network**

Date: 5/4/06

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of May 2006, by Mark Austin as Exec. Director - Network of NEW CINGULAR WIRELESS, PCS, LLC, who is personally known to me or has

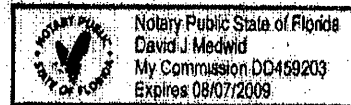
produced personally known as identification and who did (did not)
take an oath.

David Medwid
Notary Public

Print Name: **David Medwid** ←

My Commission Expires:

(Seal)



Barry, Jennifer

From: Barry, Jennifer
Sent: Thursday, July 8, 2021 9:51 AM
To: Ivelsa "Evie" Guzman
Subject: RE: 840759 CCDE

Hello Evie:

Good morning. I hope that this email finds you doing exceptionally well! Apologies for my delayed response; I was out of the office on vacation.

To provide a brief background (in the event it is unknown), following the Sprint and T-Mobile merger, on July 1, 2020, DISH acquired Boost Mobile as part of a Federal Government requirement that T-Mobile divests Boost Mobile (nearly 9 million subscribers) in order to gain regulatory approval to merge with Sprint. Prior to this acquisition by DISH, Boost Mobile was owned by Sprint. Also included as a condition to the acquisition of Boost Mobile was a requirement that T-Mobile continues allowing Boost Mobile customers (mostly low-income subscribers) use the new T-Mobile network for seven years while DISH builds out its 5G network. Please see, [Dish closes \\$1.4B acquisition of Boost, enters wireless retail business | FierceWireless](#), and [Dish, T-Mobile 3G Fight Has Democrats Refereeing Deal They Opposed \(bloomberglaw.com\)](#).

As DISH proceeds with the build-out of its 5G network, it is working with T-Mobile on the use of T-Mobile's network and to prevent the shutdown of the Sprint CDMA network on January 1, 2022. According to Boost Mobile's EVP, Stephen Stokols, a shutdown of the Sprint by year's end will negatively impact "low-income consumers," as they will have to upgrade their phones or face losing service in January 2022. Please see, [T-Mobile strikes back in feud with Dish over CDMA shutdown | FierceWireless](#) [Boost Mobile Users Must Upgrade Phones or Lose Service Jan. 1, 2022 - Bloomberg](#).

In 2018, Peter Adderton (founder and former CEO of Boost Mobile USA) announced Boost Mobile's commitment (which DISH has since assumed) to roll out a "robust and highly affordable prepaid broadband wireless data plans in select lower-income metro areas across the country in the wake of a Sprint/T-Mobile merger scenario." Please see, [Boost Founder Commits to Offer \\$9.95 Unlimited Data Plan \(globenewswire.com\)](#).

In addition to offering affordable prepaid broadband wireless data plans, in May 2021, Boost Mobile launched its Emergency Broadband Benefit program. The plan is to provide qualifying customers access to free high-speed mobile internet via two connectivity options. The Emergency Broadband Benefit Program is a Federal Communications Commission (FCC) program that partners with wireless carriers, like Boost Mobile, to provide a temporary discount on a monthly broadband plan or a smartphone plan for qualifying low-income households. [Emergency Broadband Benefits Program | Plans & Services FAQs | Boost Mobile](#).

Currently, DISH is in full swing of building out its 5G network. Based on the above (including provided web links/articles), DISH (via Boost Mobile) appears to be targeting and servicing low-income subscribers through the development of its 5G network and various affordable prepaid phone and data plans – in an effort to become the "4th U.S. carrier" following T-Mobile's acquisition of Sprint Wireless.

I hope that this information is helpful for the City Manager to determine DISH's path moving forward in the City of Deerfield Beach.

Thank you, I look forward to chatting with you again soon.

Best Regards,

Jenn

JENNIFER BARRY

Real Estate Acquisition

T: (941) 308.3642 | M: (941) 209.2541 | fax (724) 416.6186

CROWN CASTLE

301 North Cattlemen Road

Suite 200

Sarasota, FL 34232

CrownCastle.com

"This email is for discussion purposes only. The parties will not be bound in any respect until and unless a Letter Agreement or other written agreement is signed by all parties. All correspondence and attachments are strictly confidential."

From: Ivelsa "Evie" Guzman <IGuzman@deerfield-beach.com>

Sent: Monday, June 21, 2021 6:03 PM

To: Barry, Jennifer <Jennifer.Barry@crowncastle.com>

Subject: RE: Crown Castle 200 Goolsby Boulevard Equipment Modification Consent Letter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer,

If you would, please provide supporting documentation regarding serving the underprivileged customer to present the information to my City Manager with your offer.

Thank you,



Ivelsa (Evie) Guzman, MBA, CPPB

Purchasing Manager

401A SW 4th Street

2nd Floor

Deerfield Beach, FL 33441

P 954.480.4486

PurchasingTeam@Deerfield-Beach.com

From: Barry, Jennifer <Jennifer.Barry@crowncastle.com>

Sent: Monday, June 21, 2021 2:21 PM

To: Ivelsa "Evie" Guzman <IGuzman@deerfield-beach.com>

Subject: RE: Crown Castle 200 Goolsby Boulevard Equipment Modification Consent Letter



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1290

Agenda Date: 6/21/2022

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Tower License Agreement with NCWPCS MPL 28-Year Sites Tower Holdings, LLC, for the tower site located at 200 Goolsby Boulevard; consenting to the sublease with Dish Wireless, LLC; authorizing execution of the Second Amendment; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On June 9, 1998, the City and BellSouth Mobility, Inc ("BellSouth") entered into a Tower Site License Agreement (the "Agreement"), whereby the City leased to BellSouth space on the City's property located at 200 Goolsby Boulevard, Deerfield Beach, FL. The space is approximately 1800 square feet (the "Tower Site") with the right of access and a right to install utility service. BellSouth constructed a monopole structure (the "Tower") to a maximum of 150 feet above ground level on the Tower Site in accordance with all applicable codes and regulations.

The Agreement has a original term, including all renewal terms, that will expire on September 8, 2023. The Agreement was first amended on August 19, 2015, to amend the terms of the Agreement to provide for additional renewal terms beyond the original term and to make other changes. The Agreement was amended by replacing four (4) with eight (8) renewal terms, thereby adding four (4) additional five (5) year renewal terms to the Agreement beyond the original term and extending the total term to September 8, 2043. In this amendment, BellSouth Mobility was replaced by the current lease holder NCWPCS MPL 28-Year Site Tower Holdings, LLC (the "Lessee").

The first amendment to the Agreement provided for additional consideration, increasing the annual license payment increased one-time by an amount equal to ten percent (10%), as of September 9, 2023. The most recent annual revenue received was Sixty-Seven Thousand Five Hundred Seventy-Three Dollars and Fifty-Two Cents (\$67,573.52).

Current Activity

This proposed Second Amendment is to allow the Lessee to sublease and grant occupancy to Dish Wireless, LLC ("Dish") to use a 5' by 7' portion of the ground space within the Tower Site (the "Dish Site").

As consideration for the City's consent to Licensee entering into a sublicense with Dish for the Dish

Site (the "Dish License"), effective on the first day of the first full month following commencement of construction at the Dish Site, Licensee shall pay additional rent to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month (the "Additional Rent"). Commencing July 1, 2028, and on each anniversary of such date thereafter, so long as the Dish License remains in effect, the Additional Rent shall increase by 2.8%. Licensee shall have the right to terminate the Dish License at any time during the term of the License without terminating the License or any of the rights of Licensee to the Tower Site. Upon such election to terminate the Dish License, Licensee's rights to license, sublicense, lease or otherwise grant rights of occupancy or use in the Dish Site and its obligation to continue the payment of the Additional Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

As an additional consideration for the execution of this Second Amendment, the Licensee shall pay to the City a one-time sum of \$5,000.00 within sixty (60) days following the final execution of this Second Amendment by the Licensee.

Recommendation

At the request of Licensee and the recommendation of staff, City Commission approval of the Second Amendment to the Agreement is recommended.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE TOWER LICENSE AGREEMENT WITH NCWPCS MPL 28-YEAR SITES TOWER HOLDINGS LLC FOR THE TOWER SITE LOCATED AT 200 GOOLSBY BOULEVARD; CONSENTING TO THE SUBLEASE WITH DISH WIRELESS, LLC; AUTHORIZING EXECUTION OF THE SECOND AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 9, 1998, the City and BellSouth Mobility, Inc. (“BellSouth”) entered into a Tower License Agreement (the “Agreement”), whereby the City leased to BellSouth a portion of City property located at 200 Goolsby Boulevard, containing approximately 1800 square feet (the “Tower Site”) with the right of access and a right to install utility service; and

WHEREAS, the Agreement was first amended on August 19, 2015, to provide for four (4) additional five (5) year renewal terms, with an expiration of September 8, 2043, increase the annual license payment, and replace BellSouth with NCWPCS MPL 28-Year Site Tower Holdings, LLC (the “Licensee”) as the current license holder; and

WHEREAS, Licensee has requested the City’s consent to allow Licensee to sublease and grant occupancy to Dish Wireless, LLC (“Dish”) to use a five (5’) by seven (7’) portion of the ground space within the Tower Site (the “Dish Site”) to Dish (the “Dish License”); and

WHEREAS, as consideration for the City’s consent to allow Licensee to enter into the Dish License, Licensee has agreed to pay the City additional rent in the amount of \$1,000.00 per month (the “Additional Rent”) effective on the first day of the first full month following commencement of construction at the Dish Site; and

WHEREAS, commencing on July 1, 2028, the Additional Rent shall increase by 2.8% each year (the “Escalator”); and

WHEREAS, as additional consideration, Licensee agreed to pay the City a one-time payment of \$5,000 within 60 days following final execution of the second amendment (the “Expedite Fee”); and

WHEREAS, City staff recommends approving and authorizing execution of a second amendment to the Agreement with Licensee, attached as Exhibit “A,” to provide consent for the Dish License and provide for the Expedite Fee, Additional Rent, and Escalator (the “Second Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Second Amendment to the Agreement with Licensee, attached as Exhibit “A,” to provide consent for the Dish License and provide for the Expedite Fee, Additional Rent, and Escalator.

Section 3. The City Commission hereby authorizes the City Manager to execute the Second Amendment with Licensee, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

STATE OF FLORIDA)
)
 COUNTY OF BROWARD)

SECOND AMENDMENT TO TOWER LICENSE AGREEMENT
200 Goolsby Boulevard
(840759)

THIS SECOND AMENDMENT TO TOWER LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF DEERFIELD BEACH**, a Florida municipal corporation (having a mailing address of 401A SW 4th Street, 2nd Floor, Deerfield Beach, FL 33441) (“**City**”), and **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS LLC, a Delaware limited liability company, successor by merger to BellSouth Mobility, LLC, a Georgia limited liability company, successor by corporate election to BellSouth Mobility, Inc., a Georgia corporation (having a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206) (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, City and Licensee are parties to that certain Tower License Agreement dated June 9, 1998 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as described in the Original Agreement (the “**Tower Site**”), a memorandum of which Agreement was filed for record in Book 29316, Page 1331 in the Public Records of Broward County, Florida (the “**MOL**”); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement dated August 19, 2015 (the “**First Amendment**” and together with the Original Agreement, the “**Agreement**”), a memorandum of which was recorded as Instrument No. 113220515 in the Public Records of Broward County, Florida; and

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on September 8, 2043; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The Agreement is hereby amended as follows:

(a) Consent to License of Ground Space. Notwithstanding anything to the contrary set forth in Section 3.F or Section 6 of the Agreement, or otherwise in the Agreement, to the

contrary, the City hereby consents to the license, sublicense, lease or other grant of occupancy or use by Licensee of a five foot (5') by seven foot (7') portion of the ground space within the Tower Site (the "**Dish Site**") to Dish Wireless, LLC, its subsidiaries and affiliates (the "**Dish License**").

(b) **Consideration.** As consideration for the consent of the City to Licensee entering into the Dish License, effective on the first day of the first full month following commencement of construction at the Dish Site, Licensee shall pay additional rental to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Additional Rent**"). Commencing July 1, 2028, and on each anniversary of such date thereafter so long as the Dish License remains in effect, the Additional Rent shall increase by Two and 8/10 percent (2.8%). Licensee shall have the right to terminate the Dish License at any time during the term of the License without terminating the License or any of the rights of Licensee to the Tower Site. Upon such election to terminate the Dish License, Licensee's rights to license, sublicense, lease or otherwise grant rights of occupancy or use in the Dish Site and its obligation to continue the payment of the Additional Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Licensee shall pay to City the sum of Five Thousand and No/100 Dollars (\$5,000.00) within sixty (60) days following the final execution of this Amendment by Licensee.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. City and Licensee ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensee. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Licensee with a Change of Ownership Form as provided by Licensee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and

Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** City represents and warrants that:

(i) City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(ii) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(iii) City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(g) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Tower License Agreement effective as of the last date of execution shown below.

CITY:

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

ATTEST:

By: _____
Name: _____
Its: _____

By: _____(SEAL)
Name: _____
Its: _____

STATE OF _____)
)
_____ COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, the _____ of **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, who executed the foregoing Second Amendment to Tower License Agreement on behalf of the said municipal corporation. He/She is personally known to me or has produced _____ as identification.

Given under my hand this _____ day of _____, 20____.

Notary Public

Printed Name

My Commission Expires: _____
My Commission Number: _____

LICENSEE:

NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC,

a Delaware limited liability company

By: **CCATT LLC,**
a Delaware limited liability company
Its Attorney-in-Fact

By:  (SEAL)
Name: Helen V. Smith
Its: Director

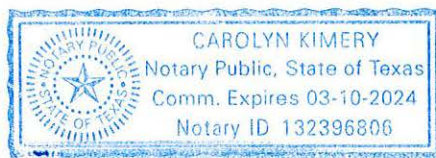
STATE OF Texas)
)
Harris COUNTY)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of June, 2022 by Helen V. Smith, the Director of **CCATT LLC**, a Delaware limited liability company, Attorney-in-Fact for **NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, who executed the foregoing Second Amendment to Tower License Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this 3 day of June, 2022

Notary Public


Printed Name



My Commission Expires: 3/10/2024
My Commission Number: 132396806

TOWER LICENSE AGREEMENT

This Tower Site License Agreement ("Agreement") entered this ^{24th} ~~20th~~ day of June, 1998, between the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441-3598 ("**CITY**") and **BELLSOUTH MOBILITY INC**, a Georgia Corporation, whose address is 5201 Congress Avenue, Boca Raton, Florida 33487 ("**LICENSEE**").

RECITALS:

CITY is the fee simple owner of certain real property ("**CITY'S Property**"). **CITY'S** Property is more particularly described on Exhibit "A"; and

LICENSEE desires to obtain a lease from **CITY** of a portion of **CITY'S** Property containing approximately 1800 square feet (the "Tower Site"), together with a right of access and a right to install utility service thereto (the "Access/Utility Easement"). Said Tower Site and Access/Utility Easement are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Licensed Property." within the access easement subject to modification by the **CITY** provided reasonable access is provided; and

Pursuant to this Agreement, **LICENSEE** may locate and construct a monopole structure (hereinafter referred to as (the "Tower")) to a maximum height of 150 feet above ground level ("AGL") on the Tower Site in accordance with all applicable codes and regulations; and

In using the Licensed Property the parties hereto agree that the Tower will be designed to accommodate the co-location of certain other telecommunications operators and their respective equipment pursuant to independent-long-term Site Agreements with **LICENSEE** for tower space and the **CITY** for ground space for use of the Tower and the Licensed Property. Those certain other telecommunications operators shall hereinafter be referred to collectively as "Joint Users." The City shall not be required to enter into any ground space agreements or licenses with others; and

In consideration of the foregoing, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

1. RECITATIONS. The above representations are true and correct and incorporated as binding parts of this Agreement.

2. LICENSED PROPERTY. **CITY** grants an exclusive license to **LICENSEE** of a portion of **CITY'S** Property consisting of approximately 1800 square feet (the "Tower Site"), together with a non-exclusive right of access and a right to install utility service thereto (the "Access/Utility Easement"). The **CITY** may modify the Access/Utility Easement provided it substitutes a reasonable alternate access easement. Said Tower Site and Access/Utility Easement

are more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof, and collectively identified as the "Licensed Property."

A) Tower Space. **LICENSEE** may mount its various antennas between the 150-foot maximum elevation and the 12 foot level of the Tower to enable **LICENSEE** to erect, maintain and operate said antennas as a part of its telecommunications system. The exact location between said elevations on the Tower will be determined by **LICENSEE** so as to avoid interference with any other approved Joint Users equipment, cables, lines, antennas and/or any other property located on the Tower.

B) Equipment Space. **LICENSEE** shall have the right to install a prefabricated equipment building and related facilities (the "Equipment Facility") at the base of the Tower. The Equipment Facility shall be landscaped and constructed consistent with all City Codes.

C) Access. **CITY** agrees that **LICENSEE** shall have the right of exclusive access to the Equipment Facility and the Tower Site 24 hours a day, 7 days a week, as may be required and mutually agreed with **CITY** to construct, install, operate, maintain and repair the Tower. Tower Site and **LICENSEE'S** Equipment Facilities, provided that said access does not interfere with **CITY'S** use, create a safety hazard, or materially interfere with use of neighboring communications facilities.

D) Utility Service. **LICENSEE** shall be solely responsible for, and shall promptly pay all charges for utilities serving the Tower Site and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service and all applicable taxes resulting from the location of the Tower at the Tower Site. **LICENSEE** shall have an electric meter(s) installed at the Tower Site and have the right to run necessary utility lines and other electrical equipment as may be necessary.

E) Interference. In its use of the Licensed Property, **LICENSEE** shall be subject to the provisions of Section 17 hereunder which shall govern all license rights granted hereunder including the use by any joint users.

3. CONSTRUCTION OF TOWER AND TOWER SITE. The Tower shall be located within the Tower Site as substantially shown in Exhibit "B", to accommodate **LICENSEE** and the Joint Users communication uses as specified herein. **CITY** does hereby grant **LICENSEE** the nonexclusive right for reasonable ingress and egress to **CITY'S** Property seven (7) days a week, twenty-four (24) hours a day, for the installation of the Tower and construction of the Tower Site, with the **CITY** determining the location of such ingress and egress. In the event the City or any public utility shall require any utility easements, **CITY** agrees to cooperate and grant such easement in a timely manner with **LICENSEE** in its efforts to obtain utility services to the Tower Site.

A) Tower Capacity.

(1) It is the intent of both the **CITY** and the **LICENSEE** that the designed Tower structural loading capacity shall be reserved to accommodate the antennas and equipment of the **LICENSEE**, any approved joint user and the **CITY**. The **LICENSEE** shall permit the **CITY**, without charge, to locate on the Tower its governmental communication antennas and equipment. Such antennas and equipment shall be mounted at an elevation and with such equipment and related cables satisfactory to the **CITY** and as approved by the **LICENSEE**. The cost of the initial installation and any maintenance to the antennas and equipment shall be the **CITY**'s responsibility.

(2) The parties agree that the current anticipated Tower loading structural capability includes the mounting of antennas and equipment for one additional joint user. Prior to locating additional joint users on the Tower, the **LICENSEE** shall notify the **CITY** of the request and the **CITY** shall determine at that time whether or not it wants to exercise its right to locate **CITY** facilities on the Tower. The **CITY** recognizes that the **CITY**'s ability to locate on the Tower shall be subject to the structural capacity of the Tower and that once the Tower reaches structural loading capacity, the **CITY**'s right to placement on the Tower will cease.

B) **LICENSEE** shall prepare, at its expense, all necessary drawings which **CITY** shall have the right to approve in its reasonable discretion. The **CITY** shall use its best efforts to review all drawings within then (10) days of receipt from the **LICENSEE**. **LICENSEE** agrees to make and file all required applications to secure the proper zoning and/or site planning and other required approvals for the Tower and the Facilities as may be required for the use contemplated herein. **LICENSEE** will be responsible for any filing fee expenses that may be associated with the zoning and/or site plan procedure. In addition, **LICENSEE** shall have the right to file any applications for certificates, permits and other approvals that may be required by any federal, state or local authorities.

C) It is understood and agreed that **LICENSEE'S** obligations hereunder, and its use of the Licensed Property as provided herein, are contingent upon **LICENSEE** obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities for the construction of the Tower, and; upon **LICENSEE** not exercising its right of termination as contained in this Agreement.

D) For the first sixty (60) days subsequent to the execution of this Agreement, **CITY** shall permit **LICENSEE** free ingress and egress to the Tower Site to conduct surveys, radio propagation tests, making subsoil tests in the form of test borings and test pits of reasonable size and in required locations, and satisfying itself that any environmental hazardous material is not present at the Tower Site, and other activities of a similar nature, as **LICENSEE** may deem necessary, at the sole cost of **LICENSEE**. **LICENSEE** agrees to promptly repair any damage caused by its activities and agrees that said activities will be conducted in a manner that will not damage **CITY'S** Property or materially interfere with any **CITY** operation or activity. **CITY**

shall provide and make available to **LICENSEE**, within ten (10) days of the effective date of this Agreement, copies of any and all past environmental audits, including but not limited to, soil and ground water reports and asbestos material surveys applicable to **CITY'S** Property.

E) **LICENSEE**, at its sole cost and expense, shall cause the approved Tower and Tower Site work to be done and completed in a good, substantial and workmanlike manner, and in compliance with all legal requirements and current industry standards. **LICENSEE** shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work. Upon the completion of the Tower in compliance with all applicable laws and regulations and inspection by the **CITY** (as may be required pursuant to the **CITY'S** building permit review process), the **CITY** agrees to issue a Certificate of Completion. **CITY** shall have no duty or obligation to inspect the work, but shall have the absolute right to do so and shall have the right (but not the obligation) to determine, in its sole reasonable discretion and at its expense, that the construction has been performed in accordance with the approved drawings and has been performed in the manner required by this section. Failure to inspect or failure to determine a violation of a rule, regulation or construction standard shall not relieve **LICENSEE** of its responsibility for same.

F) After completion of the Tower and Tower Site:

- i) **LICENSEE** may locate and install its antennas and other communications facilities and equipment, upon specifically designated portions of the Tower structure. **LICENSEE** shall be responsible for the cost of any required maintenance to its antennas and associated equipment. Said maintenance is to be performed by **LICENSEE**, or its contractors, in a workmanlike manner and all work is to be done in a manner consistent with **LICENSEE'S** high quality construction standard and in a state of good repair.
- ii) Any approved Joint Users, as defined herein, shall within 30 days from the issuance of the certificate of completion be able to locate their respective antennas and communications equipment unto the Tower and Tower Site, at their expense, subject to the Joint User executing a license agreement(s) with the **CITY** for ground space and a Co-Location Agreement with the **LICENSEE** for tower space provided said Co-Location Agreement incorporates all restrictions and obligations set forth herein.

4. **TERM AND LICENSE FEE.** **LICENSEE'S** term and annual license fees shall be as follows:

A) The Agreement shall be for an initial term of five (5) years starting from the date that the **CITY** issues a building permit for the Tower.

B) **LICENSEE** shall have the option to extend the License for four (4) additional five (5) year terms, and such extensions shall automatically occur unless **LICENSEE** gives

CITY written notice of its intention not to extend the License at least one hundred twenty (120) days prior to the end of the current term.

C) The annual license fee for the first year shall be Twenty Two Thousand Dollars (\$22,000), plus applicable taxes, payable upon the date of issuance of the building permit and due annually thereafter on or before the same date. The annual license payment shall increase from the previous year's fee by five percent (5%) annually for each year of the Agreement.

D) The **LICENSEE** shall start construction at the site within one hundred twenty (120) days from issuance of the building permit. This time period may be extended by written agreement of the **CITY** and the **LICENSEE** for an additional sixty (60) days. If the **LICENSEE** does not start construction at the site within the agreed upon time period, this Agreement shall be considered null and void and the obligations of both parties shall cease.

5. USE

A) Use of the Licensed Property by **LICENSEE** shall be for the sole purpose of installing, removing, replacing, maintaining and operating, at its sole expense, its communications equipment and uses incidental thereto, including **LICENSEE'S** antenna array on the Licensed Property for the transmission of non-video sources only. Only one monopole Tower may be constructed on the Licensed Property by the **LICENSEE**. **LICENSEE** shall have the right to install, construct, repair, maintain, operate or remove its communications equipment, including without limitation its equipment facilities, transmitters, receivers, generators for emergency power, antennas and related equipment and support structures and trade fixtures ("Licensee's Equipment"). **LICENSEE** shall retain ownership of the Tower and title to Licensee's Equipment Facilities shall be and remain solely in **LICENSEE**. All equipment, antenna support structures and trade fixtures placed on the Licensed Property, by **LICENSEE** are and shall remain the property of **LICENSEE** and shall not be deemed fixtures on the land. In the event that any modifications are needed to the Tower Site to accommodate Licensee's Equipment, **LICENSEE** shall bear all costs associated therewith. Notwithstanding the foregoing, it is acknowledged between the parties hereto that **LICENSEE** shall retain priority as to any other Joint User. **Nothing contained herein shall grant LICENSEE the right to use or permit others to use the Tower for purposes of transmitting, or in any way assisting in the transmission of video signals or functioning as part of a system which transmits or aids in the transmission of video signals.**

B) Plans, Specifications and Governmental Approvals. **LICENSEE**, at its own expense, shall prepare all plans and specifications and shall obtain all certificates, permits, licenses and other approvals required by any applicable federal state and local authorities (collectively, "Governmental Approvals") for the use of the Licensed Property. **CITY** shall have the right to approve, in **CITY'S** reasonable discretion (consistent with **CITY'S** use and desire to permit other use of the Tower Site and to consider aesthetic concerns), the plans and specifications for the installation of **LICENSEE'S** Equipment and any substantive modifications. Responsibility for obtaining permits remains solely with **LICENSEE**.

LICENSEE shall maintain in a good state of repair and in good operating condition its antenna and transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting **LICENSEE'S** Equipment or appurtenances thereto or any part thereof.

6. USE BY JOINT USERS.

A) Upon the issuance of the License for the Tower Site and subject to structural loading capabilities, **LICENSEE** may enter into a Co-Location Agreement with each **CITY**-approved Joint User to utilize space upon the Tower. **LICENSEE** shall have the good faith obligation to permit co-location where feasible and pursuant to reasonable industry standards. No Co-Location Agreement shall exceed the maximum term of this Agreement or any lesser period caused by termination as permitted herein.

B) The exact locations of any Joint User's antennas and equipment upon the Tower will be determined by **LICENSEE** so as to avoid interference of each Joint User (which shall include **CITY**) with any other Joint User's telecommunications equipment, cables, lines, antennas and/or any other property located on the Tower, and to most conveniently accommodate the shared use of the Tower by the Joint Users.

C) **CITY** pursuant to this Agreement, grants to **LICENSEE** and each Joint User permission to locate and attach their necessary transmitter equipment, transmission lines, cables, antennas, fixtures, and other associated equipment on the Tower, subject to the Joint User expressly committing to all terms, conditions, and obligations imposed herein, including, but not limited to the insurance and indemnity requirements for the protection of the **CITY**, non-interference and all other obligations to the **CITY** and rights of the **CITY**. **LICENSEE** shall be responsible to the **CITY** for enforcing compliance with said obligations and rights and the extent permitted by law, the **CITY** shall reasonably cooperate with the **LICENSEE** in doing so. All the provisions in the Agreement shall be included within any co-location agreement between **LICENSEE** and any Joint User and a copy of said agreement will be provided to **CITY** promptly upon final execution by both parties.

D) Use of the Tower shall be subject to the terms and conditions of each respective Co-Location Agreement between **LICENSEE** and each Joint User. Termination or cancellation of a Co-Location Agreement shall terminate that Joint Users right to access and use of the Tower as provided for herein without any liability by **CITY** to any Joint User.

E) No use of the Tower by any Joint User shall interfere with the **CITY'S** use of the Tower, or any other **CITY** facility, property, **CITY** function or operation in any part of the City.

F) Any Co-Location Agreement entered into with a Joint User by **LICENSEE** shall include a provision that in the event that the Co-Location Agreement is terminated, such

termination shall not create any monetary or other liability of any nature whatsoever for **CITY** to Joint Users.

G) **LICENSEE** shall have the right to all revenue from joint users for the use or lease of any tower space and for the recoupment of any capital tower costs; the **CITY** shall be entitled to all revenues for the use, license or lease by joint users of ground space.

7. **TOWER ADMINISTRATOR.** In order to protect the integrity of the Tower, **LICENSEE** does hereby agree to act as the Tower Administrator to assure that any subsequent installation and/or maintenance performed on the Tower by **CITY** or any other Joint User, shall be done in a workman-like manner consistent with high quality construction standards. Prior to the commencement of any installation or maintenance work by any such other Joint User (including the **CITY**), that User shall submit detailed plans of the work to be performed to **LICENSEE** for its approval and **LICENSEE** shall have the option to approve the contemplated contractor prior to the commencement of any installation or maintenance.

A) It is the intent of the **CITY** and **LICENSEE** that the designed Tower capacity be reserved to accommodate the antennas, transmitters and equipment of **LICENSEE** and any other approved Joint User, and **LICENSEE** agrees to cooperate in good faith to reserve, protect and carry out such intent. Any necessary Tower studies shall be conducted at the requesting party's expense.

8. **RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER.**

A) **LICENSEE'S** Tower, antennas and related equipment facilities shall remain the property of **LICENSEE**. At the termination or expiration of this Agreement, **LICENSEE** shall have the obligation to remove its antennas and/or related equipment facilities. Upon removal of the Tower, antennas and/or related equipment facilities, **LICENSEE** shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Property at the expiration of the term, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. Any of **LICENSEE'S** Tower, equipment facilities, or other property that has not been removed from the Licensed Property within a reasonable period of time from the time this Agreement is terminated shall be deemed abandoned by **LICENSEE** and **CITY** shall have the option to dispose of same and to charge **LICENSEE** for the cost or to request the **LICENSEE** to transfer to the **CITY** by Bill of Sale, absolute, free and clear title to the tower structure and any other equipment or facilities including all rights to future revenues or fees therefrom from third parties.

B) Any claims relating to the condition of the Licensed Property must be presented by **CITY** in writing to **LICENSEE** within thirty (30) days after the termination of this Agreement or discovery of said condition (whichever occurs later) or **CITY** shall be deemed to have irrevocably waived any and all such claims.

9. MAINTENANCE.

A) **LICENSEE'S** Equipment shall be installed, constructed and maintained by **LICENSEE** at **LICENSEE'S** sole cost and expense, in a good and workmanlike manner in accordance with **LICENSEE'S** specifications.

B) FAA AND FCC REQUIREMENTS. **LICENSEE** shall comply, at **LICENSEE'S** sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC").

C) MAINTENANCE OF TOWER AND TOWER SITE. **LICENSEE** at **LICENSEE'S** sole cost and expense, shall maintain the Tower and Tower Site in good order and repair. **LICENSEE** shall observe and comply with all applicable laws, statutes, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and local governments and of all other governmental authorities, affecting the Licensed Property, the Tower and Tower Site.

10. LICENSEE'S DEFAULT.

A) The occurrence of any one or more of the following events shall constitute an "Event or Default" hereunder by **LICENSEE**:

(1) The failure by **LICENSEE** to make any payment of the license fee or any other payment required to be made by **LICENSEE** hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by **LICENSEE** from **CITY**.

(2) The failure by **LICENSEE** to observe or perform any of the material covenants or provisions of this Agreement to be observed or performed by **LICENSEE**, other than as specified in section (1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by **LICENSEE** from **CITY**; provided, however, that it shall not be deemed an Event of Default by **LICENSEE** if **LICENSEE** shall commence to cure such failure within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion. Except as provided in Section 17, if the default is of a technical or equipment related nature such that the **LICENSEE** cannot cure the default within ninety (90) days, the **LICENSEE** shall notify the **CITY** of same.

B) If there occurs an Event of Default by **LICENSEE**, in addition to any other remedies available to **CITY** at law or in equity, **CITY** shall have the option to terminate this Agreement and all rights of **LICENSEE** hereunder. In addition, **CITY** shall have the right upon prior written notice to **LICENSEE** to require **LICENSEE** to remove the Tower and restore the Tower Site to its former condition, reasonable wear and tear excepted.

C) If there occurs an Event of Default by **LICENSEE** (other than Section (A)(1) above), **CITY** shall not have the right, prior to the termination of this Agreement by a court of competent jurisdiction, to remove **LICENSEE'S** property from the Licensed Property and/or remove persons or property from the Licensed Property. However, **CITY** shall have the absolute right to unrestricted access to the full use of all **CITY** property and equipment and may take all reasonable actions necessary to protect said access.

11. **CITY'S DEFAULT.** In the event of a breach by **CITY** of any of the material covenants or provisions hereof and **CITY'S** failure to cure any breach of any other provision of the Agreement after thirty (30) days written notice and demand, **LICENSEE** shall have the right of injunction or to terminate the Agreement upon thirty (30) days written notice. These shall be **LICENSEE'S** sole and exclusive remedies for any default by **CITY** except where specifically and expressly stated otherwise herein.

12. **NOTICES.** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is three (3) days after deposit in the United States Mail, as the case may be.

CITY: City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441-3598

LICENSEE: BellSouth Mobility Inc
5201 Congress Avenue
Boca Raton, Florida 33482
Attention: Network Real Estate Manager
Copy to: ~~Weiss Serota Helfman Pastoriza & Guedes, P.A.~~
~~2665 S. Bayshore Drive, Suite 420~~
~~Miami, Florida 33133~~



Any party may change his, her or its address for notice purposes by giving notice in accordance with this paragraph.

13. ASSIGNMENT. Assignment of this Agreement by **LICENSEE** may be made to any affiliate or subsidiary of **LICENSEE**. As to others, **LICENSEE** shall not assign this Agreement, or mortgage or pledge the same, or any part thereof, without the prior written consent of **CITY**, such consent not to be unreasonably withheld, conditioned or delayed.

14. TERMINATION. Termination of this Agreement may be exercised by **LICENSEE** at any time without further liability if **LICENSEE** cannot obtain all Governmental Approvals required from any governmental authority and/or any easements required from any third party to operate or access the communications facility, or if any such approval is canceled or expires, or lapses, or withdrawn or terminated, or if **CITY** fails to have proper ownership of the Licensed Property and/or authority to enter into this Agreement, or if any other reason, **LICENSEE** in its sole discretion, determines that it will be unable to use the site for its intended purpose. Notice of **LICENSEE'S** exercise of its right to terminate shall be given to **CITY** in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the **CITY** as evidenced by the return receipt. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money to each other. However, any pre-paid license fee shall be refunded to the **LICENSEE** at a pro-rata amount. **LICENSEE** shall use its best efforts to obtain all approvals and keep them current and obtain and keep current all necessary easements. Any termination of this Agreement shall also terminate the right of any Joint Users.

15. HAZARDOUS SUBSTANCES.

A) **CITY** represents that while the subject property has been under the ownership of the **CITY**, neither **CITY**, nor to **CITY'S** knowledge, any third party has used, generated, stored or disposed of, any Hazardous Material (as defined in Paragraph B, below) on, under, or within **CITY'S** Property in violation of any law or regulation. **CITY** and **LICENSEE** each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Paragraph B, below) on, under, about or within **CITY'S** Property in violation of any applicable law or regulation. Except for the storage of any fuels necessary to operate a generator, **LICENSEE** warrants that it shall not place, use, generate, store or dispose of nor allow to be placed, used, generated or disposed of any hazardous substances on the Property and shall indemnify, defend and hold the **CITY** harmless from any liability or judgments which result from the existence of any hazardous substances used, generated, stored or permitted on the site by **LICENSEE**.

B) **CITY** and **LICENSEE** each agree to defend and indemnify the other against any and all losses, liabilities, claims, judgments and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Paragraph A, above. As used in Paragraph A, above, "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos). **CITY** does not waive its sovereign immunity or any immunity or damage limitations provided by law, statute or regulation.

16. INTERFERENCE.

A) **LICENSEE** agrees to install and operate communications equipment of a type and configuration frequency, in such a manner and in a location which will not cause material interference with or damages to **CITY'S** equipment or any persons or entities currently operating facilities on any **CITY** property. In the event **LICENSEE'S** Equipment or its operation or use or maintenance of said equipment causes damages or causes interference with **CITY'S** equipment, facilities, or any of **CITY'S** property or any persons or entities currently operating facilities on any **CITY** property, **LICENSEE** shall immediately, upon written notice from the **CITY**, take all steps necessary to correct and shall completely remedy such damage or eliminate such interference at **LICENSEE'S** sole cost and expense. If the damage or interference requires repairs or alterations to **CITY** property or facilities thereon, **CITY** shall make the repairs and **LICENSEE** shall reimburse the **CITY** for the entire cost within thirty (30) days of receipt of notice of the cost. In the case of an emergency, or failure by **LICENSEE** to promptly eliminate the damage or interference, the **CITY** may take any actions needed to resolve any emergency resulting from **LICENSEE'S** use or equipment and charge said costs to **LICENSEE** which shall pay said costs within thirty (30) days of receipt of documentation of said costs. **CITY** shall notify **LICENSEE** of such emergency and its actions to remedy said actions. To the extent feasible, **CITY** shall attempt to minimize damage to **LICENSEE'S** equipment. In the event that any addition or modification to **CITY'S** Equipment causes interference with **LICENSEE'S** Equipment or communications signal or system, **CITY**, upon notification of such interference, agrees to promptly seek a remedy for such interference at **CITY'S** expense (subject to the condition set forth in the next sentence) until such interference is corrected to **LICENSEE'S** reasonable satisfaction. In the event **CITY** and **LICENSEE** cannot resolve the interference problem, **LICENSEE** shall have the right as its sole and exclusive remedy for any interference or interruption, or the failure of the **CITY** to effect a remedy, to terminate this Agreement on thirty (30) days notice.

B) **LICENSEE** may permit other operators of communications equipment (the "Joint Users") to locate on the Tower and Tower Site. **LICENSEE** shall require said operators to take actions to remedy any material interference with the **CITY** facilities or current operators (or any **CITY** property) or another Joint User, or **LICENSEE'S** equipment or operational capabilities upon written notice from **LICENSEE**. **LICENSEE** shall be responsible to enforce this obligation. If **LICENSEE** is unable to remedy the material interference caused by another operator, **LICENSEE**, at its discretion, shall have the obligation to terminate that offending User's access to the Tower, or take any other action against the Joint User to obtain compliance.

LICENSEE shall fully cooperate with any other operators of communications equipment on the Tower (and associated equipment in the areas in the vicinity of the Tower Site) to minimize interference with such operations and take such reasonable actions as are necessary to minimize or eliminate such interference. This obligation shall be undertaken by **LICENSEE** in good faith and with diligence to minimize any such interference.

17. INDEMNIFICATION AND INSURANCE.

A) By CITY. Subject to Section 768.28, Florida Statutes, and other Florida law, **CITY** shall indemnify and hold harmless **LICENSEE** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **LICENSEE** or any affiliate or subsidiary of **LICENSEE** on account of or arising from **CITY'S** use of the Tower, Tower Site, or from any other activity of **CITY**, resulting from the negligence or misconduct or breach of any material provision of this Agreement by **CITY**. To the extent permitted by law, **CITY**, upon notice from **LICENSEE**, shall resist and defend at **CITY'S** expense any such actions or proceedings by counsel reasonably satisfactory to **LICENSEE**. This indemnity, defense and hold harmless obligation shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party, or any Joint User, and shall not apply to conduct not permitted by this License Agreement. This indemnity shall survive the termination of this Agreement. The **CITY** does not waive its sovereign immunity or any immunity provided by law, statute, or regulation. Further, this indemnity, defense and hold harmless obligation shall be strictly limited to costs of repair and/or replacement of the Tower and Tower Facilities and shall specifically exclude **LICENSEE'S** and any Joint User's or other parties' damages or other consequential damages of any kind whatsoever, including but not limited to, down time or lost profits or revenues, or claims of any Joint User.

B) By LICENSEE. **LICENSEE** shall defend, indemnify and hold harmless **CITY** against and from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation attorneys' fees and expenses) incurred by **CITY** on account of or arising from **LICENSEE'S** use of the Licensed Property or activities thereon resulting from the negligence or misconduct or breach of any material provision of this Agreement by the **LICENSEE**. **LICENSEE**, upon notice from **CITY**, shall resist and defend at **LICENSEE'S** expense any such actions or proceedings by counsel reasonably satisfactory to **CITY**. This indemnity, defense and hold harmless obligation shall not apply to any claims arising from any negligent or intentional misconduct of the indemnified party. This indemnity shall survive any termination of this Agreement.

C) INSURANCE. **LICENSEE** shall maintain, at its sole cost, during the term of this Agreement, commercial general liability insurance insuring **LICENSEE** against liability for personal injury, death or damage to personal property arising out of the use of the Licensed Property by **LICENSEE**. Such insurance shall provide coverage in an amount not less than \$1 million for bodily injury or death to one or more persons and in an amount of not less than \$1 million for property damage. The **CITY** shall be named as an additional insured on any such policy as it relates to the subject property (including, but not limited to the Tower Site) and entitled to thirty (30) days notice of the cancellation or alteration of the terms thereof. **LICENSEE** shall require similar insurance from each Joint User naming the **CITY** as an additional insured and indemnifying and holding the **CITY** harmless and provide evidence of such insurance to the **CITY**.

18. CONDEMNATION. In the event the whole of CITY'S Property, including without limitation the Tower Site) or such portion thereof as will make the premises unusable for the purposes herein contained, are condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the Licensed Property, inclusive of the Tower Site, is taken by public authorities, and rental shall be accounted for as between CITY and LICENSEE as of that date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of CITY and LICENSEE hereunder. Nothing in this provision shall be construed to limit or affect LICENSEE'S independent right to an award of compensation or any eminent domain proceeding for the taking of LICENSEE'S antenna and equipment, if taken.

19. LIENS. LICENSEE shall keep the Tower Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for LICENSEE or any Joint User. LICENSEE shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits LICENSEE to perform on the Property shall be deemed to be for the use and benefit of CITY so that no mechanics or other lien shall be allowed against the estate of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.

20. SALE OR TRANSFER BY CITY. If CITY, at any time during the initial term or any extended term of this Agreement, sells, leases, transfers or otherwise conveys all or any part of CITY'S Property to any transferee other than LICENSEE, such transfer shall be subject to the terms and provisions of this Agreement and all of LICENSEE'S rights hereunder.

21. TAXES. LICENSEE shall be liable for and shall pay to the applicable taxing authority if billed directly to LICENSEE, or to CITY if billed to CITY upon thirty (30) days prior written notice from CITY, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by LICENSEE in or about the Property or on the real property if such tax is imposed as a result of the LICENSEE'S subject use of the Property. LICENSEE shall pay as an additional license fee any increase in real property taxes levied against CITY'S Property, including the Tower Site, attributed directly and arising as a result of the improvements constructed by LICENSEE on the Property.

22. DAMAGE OR DESTRUCTION.

A) In the event that, at any time during the term of this Agreement, the Tower shall be partially destroyed or damaged through no fault of the CITY, then LICENSEE, its agents, representatives, or employees, shall have the right, but not the obligation, at its own cost and expense, to repair, replace or rebuild the Tower and/or Tower Site. In the event LICENSEE has not applied for a permit or commenced such repair, replacement, or rebuilding within forty-five (45) days after the date of such damage or destruction, CITY may, upon written notice to LICENSEE terminate this Agreement as of the date set forth in such notice and all license fees and other sums shall be accounted for between CITY and LICENSEE as of the date the Tower

Site became unavailable to **LICENSEE**. License fees shall abate to the extent that, and for the period that, the Licensed Property is not usable for the conduct of **LICENSEE'S** business. In the alternative, **LICENSEE** shall be permitted to construct a tower within 300 feet of the Tower Site provided there is a reasonable site available which is permitted by all applicable City Codes and Ordinances and not otherwise restricted.

B) In the event of any such damage or destruction which renders **LICENSEE'S** Facilities non-operable, **LICENSEE** shall have, and **CITY** hereby grants to **LICENSEE**, the right to bring and maintain upon **CITY'S** Property such temporary communications facilities as **LICENSEE** shall reasonably determine are the minimum necessary to continue to operate **LICENSEE'S** communications system and provided (i) that such temporary facilities do not materially interfere with **CITY'S** or any other tenant's ^{by Licensee's} communications operations on **CITY'S** Property or the repair or replacement of the damaged facilities and that **LICENSEE** shall remove such temporary facilities upon the sooner of (a) the restoration of service by **LICENSEE'S** Facilities, or (b) termination of this Agreement. **LICENSEE** shall diligently attempt to restore permanent service at the site and remove any temporary facilities upon restoration of service.



C) If **LICENSEE** exercises its right to construct a replacement Tower or repair the damaged Tower pursuant to any of the above, this Agreement shall remain in full force and effect. All construction shall comply with applicable codes and regulations.

D) Should the Tower Site be destroyed and **LICENSEE** elects, at its sole expense, to construct a replacement tower structure, **LICENSEE** and **CITY** shall work together to determine an alternate site, if available, for the erection of such tower structure subject to reasonable terms and conditions under the then existing circumstances.

23. MISCELLANEOUS.

A) **LICENSEE**, upon paying the license fee, shall peaceably and quietly have, hold and enjoy the Licensed Property subject to all terms and conditions set forth herein. **CITY** shall not have unsupervised access to the Licensed Property or to **LICENSEE'S** Equipment Facilities.

B) **CITY** represents and warrants that **CITY** has full authority to enter into and sign this Agreement.

C) This Agreement supersedes all prior agreements and contains all agreements, promises and understandings between the **CITY** and **LICENSEE**. All exhibits are made a part of this Agreement as though set forth in full.

D) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of **CITY** and **LICENSEE**. **LICENSEE** may not permit any other use of the Licensed Property for any purpose except as expressed herein and may not permit any third party to use the Leased Premises.

E) The drafting of this Agreement has been a joint endeavor between the parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one party than the other.

F) The prevailing party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G) The validity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

H) A Memorandum of Agreement, acceptable to both parties, shall be recorded by **LICENSEE** in the public records of Broward County, Florida within forty-five (45) days of the final execution of this Agreement.

I) In no case shall either party be liable to the other for consequential or special damages of any kind whatsoever, including but not limited to, lost revenues, lost profits, or any other damages of any kind whatsoever in any way related to damage, interference, down time, or relocation of **LICENSEE'S** equipment or that of any Joint User resulting from any **CITY** breach or default under this Agreement of whatsoever nature. Further, **CITY** shall have no liability for damages or interference caused by parties other than the **CITY**. All Joint Users shall be specifically made aware of these limitations and expressly agree to same in writing, a copy of which shall be forwarded to **CITY**. All indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement.

J) Nothing contained herein shall be deemed to grant any cable television or video programming rights or franchise of any kind to **LICENSEE** or any Joint User.

K) All disputes arising under this Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.

Signed, sealed and delivered
in the presence of:

CITY OF DEERFIELD BEACH

Jeffrey R. Rink
Witness
Print Name: Jeffrey R. Rink

By: [Signature]
Print Name: Albert R. Capellini, P.E.
Title: Mayor

Felicia Bravo
Witness
Print Name: Felicia Bravo

Address: 150 NE. Second Ave.
Deerfield Beach, FL 33441

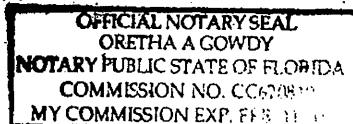
Executed on the 9th day of
June, 1998.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of
June 1998, by ALBERT R. CAPELLINI, as Mayor of the City of Deerfield Beach, a
municipal corporation, who is personally known to me or has produced
as identification.

Oretha A. Gowdy
Notary Public
Print Name: ORETHA A. GOWDY
My Commission Expires 2/11/01
(Seal)



Signed, sealed and delivered
in the presence of:

Marc Zielinski
Witness

Print Name: MARC ZIELINSKI

Joan Fiege
Witness

Print Name: JOHN FIEGE

K LICENSEE

BELLSOUTH MOBILITY INC

By: [Signature]

Print Name: DANIEL P. NORMAN

Title: VICE PRESIDENT

Address: 5201 Congress Avenue
Boca Raton, FL 33487

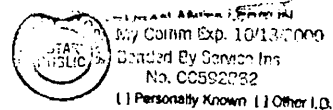
Executed on the 20th day of
May, 1998.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of
May 1998, by Dan Norman, as Regional V.P.
of BellSouth Mobility who is personally known to me or has produced
as identification.

Susan Anita LeBrun
Notary Public
Print Name: Susan Anita LeBrun
My Commission Expires:
(Seal)



PROPOSED EXHIBIT LIST

EXHIBIT "A"

Legal Description and Survey of CITY'S Property and Licensed Property (including Tower).

EXHIBIT "B"

Site Plan Sketch of Licensed Property (including Equipment Building, Tower Site and Access/Utility Easement).

016367

4/07/98

EXHIBIT "A"

Symbols Legend :

- CAMPHOR TREE
 - ① BAY TREE
 - BEE TREE
 - MAPLE TREE
 - FROG TREE
 - PALM TREE
 - + LIGHT POLE
 - SMOOGE POWER POLE
 - WATER METER
 - WATER VALVE
 - FIRE HYDRANT
 - CABLE TV BROADCAST BOX
 - SOUTHERN BELL ANSWER BOX
 - DOMESTIC POWER POLE
- THE SYMBOLS ARE
APPROXIMATELY
THE SHAPES

DESCRIPTION OF PROPOSED ACCESS EASEMENT[illegible]

DESCRIPTION OF PROPOSED LEASE PARCEL

THE SOUTH 05.00 FEET OF THE EAST 35.00 FEET LESS THE NORTH 35.00 FEET
OF THE SOUTH 05.00 FEET OF THE WEST 15.00 FEET OF THE EAST 35.00 FEET
OF PLOT "A", BROWARD BEACH PUBLIC WORKS COMPLEX, ACCORDING TO
PLAN THEREIN AS ACCORDING TO PLAT BOOK 107, PAGE 28 OF THE PUBLIC RE-
CORDS OF BROWARD COUNTY, FLORIDA.

CONTAINING 1,000 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

DESCRIPTION OF PARENT TRACT

ALL OF PARCEL "E", BIRMINGHAM SOUTH PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 147, PAGE 28 OF THE PUBLIC RECORDS OF BIRMINGHAM COUNTY, FLORIDA.

PARCEL "A"
DEERFIELD BEACH PUBLIC WORKS COMPD
(PLAT BOOK 107, PAGE 26 BRO. CO.)

PARENT TRACT
833,374 SQUARE FEET +/-

PARCEL "A"
DEERFIELD BEACH PUBLIC WORKS COMPLEX
(PLAT BOOK 107, PAGE 28 BRO. CO.)

Notes :

1. THIS SURVEY DOES NOT RELY ON EXTENSIVE ORIENTATION.
2. BEARING SHOWN ARE BASED ON AN ASSUMED BEARING OF 328°11' BY SC FOR THE EAST LINE OF THE S.W. 1/4 OF SECTION 2, TOWNSHIP 36S, RANGE 11E, 13E, 14E, 15E, 16E, 17E, 18E, 19E, 20E, 21E, 22E, 23E, 24E, 25E, 26E, 27E, 28E, 29E, 30E, 31E, 32E, 33E, 34E, 35E, 36E, 37E, 38E, 39E, 40E, 41E, 42E, 43E, 44E, 45E, 46E, 47E, 48E, 49E, 50E, 51E, 52E, 53E, 54E, 55E, 56E, 57E, 58E, 59E, 60E, 61E, 62E, 63E, 64E, 65E, 66E, 67E, 68E, 69E, 70E, 71E, 72E, 73E, 74E, 75E, 76E, 77E, 78E, 79E, 80E, 81E, 82E, 83E, 84E, 85E, 86E, 87E, 88E, 89E, 90E, 91E, 92E, 93E, 94E, 95E, 96E, 97E, 98E, 99E, 100E, 101E, 102E, 103E, 104E, 105E, 106E, 107E, 108E, 109E, 110E, 111E, 112E, 113E, 114E, 115E, 116E, 117E, 118E, 119E, 120E, 121E, 122E, 123E, 124E, 125E, 126E, 127E, 128E, 129E, 130E, 131E, 132E, 133E, 134E, 135E, 136E, 137E, 138E, 139E, 140E, 141E, 142E, 143E, 144E, 145E, 146E, 147E, 148E, 149E, 150E, 151E, 152E, 153E, 154E, 155E, 156E, 157E, 158E, 159E, 160E, 161E, 162E, 163E, 164E, 165E, 166E, 167E, 168E, 169E, 170E, 171E, 172E, 173E, 174E, 175E, 176E, 177E, 178E, 179E, 180E, 181E, 182E, 183E, 184E, 185E, 186E, 187E, 188E, 189E, 190E, 191E, 192E, 193E, 194E, 195E, 196E, 197E, 198E, 199E, 200E, 201E, 202E, 203E, 204E, 205E, 206E, 207E, 208E, 209E, 210E, 211E, 212E, 213E, 214E, 215E, 216E, 217E, 218E, 219E, 220E, 221E, 222E, 223E, 224E, 225E, 226E, 227E, 228E, 229E, 230E, 231E, 232E, 233E, 234E, 235E, 236E, 237E, 238E, 239E, 240E, 241E, 242E, 243E, 244E, 245E, 246E, 247E, 248E, 249E, 250E, 251E, 252E, 253E, 254E, 255E, 256E, 257E, 258E, 259E, 260E, 261E, 262E, 263E, 264E, 265E, 266E, 267E, 268E, 269E, 270E, 271E, 272E, 273E, 274E, 275E, 276E, 277E, 278E, 279E, 280E, 281E, 282E, 283E, 284E, 285E, 286E, 287E, 288E, 289E, 290E, 291E, 292E, 293E, 294E, 295E, 296E, 297E, 298E, 299E, 300E, 301E, 302E, 303E, 304E, 305E, 306E, 307E, 308E, 309E, 310E, 311E, 312E, 313E, 314E, 315E, 316E, 317E, 318E, 319E, 320E, 321E, 322E, 323E, 324E, 325E, 326E, 327E, 328E, 329E, 330E, 331E, 332E, 333E, 334E, 335E, 336E, 337E, 338E, 339E, 340E, 341E, 342E, 343E, 344E, 345E, 346E, 347E, 348E, 349E, 350E, 351E, 352E, 353E, 354E, 355E, 356E, 357E, 358E, 359E, 360E, 361E, 362E, 363E, 364E, 365E, 366E, 367E, 368E, 369E, 370E, 371E, 372E, 373E, 374E, 375E, 376E, 377E, 378E, 379E, 380E, 381E, 382E, 383E, 384E, 385E, 386E, 387E, 388E, 389E, 390E, 391E, 392E, 393E, 394E, 395E, 396E, 397E, 398E, 399E, 400E, 401E, 402E, 403E, 404E, 405E, 406E, 407E, 408E, 409E, 410E, 411E, 412E, 413E, 414E, 415E, 416E, 417E, 418E, 419E, 420E, 421E, 422E, 423E, 424E, 425E, 426E, 427E, 428E, 429E, 430E, 431E, 432E, 433E, 434E, 435E, 436E, 437E, 438E, 439E, 440E, 441E, 442E, 443E, 444E, 445E, 446E, 447E, 448E, 449E, 450E, 451E, 452E, 453E, 454E, 455E, 456E, 457E, 458E, 459E, 460E, 461E, 462E, 463E, 464E, 465E, 466E, 467E, 468E, 469E, 470E, 471E, 472E, 473E, 474E, 475E, 476E, 477E, 478E, 479E, 480E, 481E, 482E, 483E, 484E, 485E, 486E, 487E, 488E, 489E, 490E, 491E, 492E, 493E, 494E, 495E, 496E, 497E, 498E, 499E, 500E, 501E, 502E, 503E, 504E, 505E, 506E, 507E, 508E, 509E, 510E, 511E, 512E, 513E, 514E, 515E, 516E, 517E, 518E, 519E, 520E, 521E, 522E, 523E, 524E, 525E, 526E, 527E, 528E, 529E, 530E, 531E, 532E, 533E, 534E, 535E, 536E, 537E, 538E, 539E, 540E, 541E, 542E, 543E, 544E, 545E, 546E, 547E, 548E, 549E, 550E, 551E, 552E, 553E, 554E, 555E, 556E, 557E, 558E, 559E, 560E, 561E, 562E, 563E, 564E, 565E, 566E, 567E, 568E, 569E, 570E, 571E, 572E, 573E, 574E, 575E, 576E, 577E, 578E, 579E, 580E, 581E, 582E, 583E, 584E, 585E, 586E, 587E, 588E, 589E, 590E, 591E, 592E, 593E, 594E, 595E, 596E, 597E, 598E, 599E, 600E, 601E, 602E, 603E, 604E, 605E, 606E, 607E, 608E, 609E, 610E, 611E, 612E, 613E, 614E, 615E, 616E, 617E, 618E, 619E, 620E, 621E, 622E, 623E, 624E, 625E, 626E, 627E, 628E, 629E, 630E, 631E, 632E, 633E, 634E, 635E, 636E, 637E, 638E, 639E, 640E, 641E, 642E, 643E, 644E, 645E, 646E, 647E, 648E, 649E, 650E, 651E, 652E, 653E, 654E, 655E, 656E, 657E, 658E, 659E, 660E, 661E, 662E, 663E, 664E, 665E, 666E, 667E, 668E, 669E, 670E, 671E, 672E, 673E, 674E, 675E, 676E, 677E, 678E, 679E, 680E, 681E, 682E, 683E, 684E, 685E, 686E, 687E, 688E, 689E, 690E, 691E, 692E, 693E, 694

Legend :

- WFF - WOODEN POWER POLE
 SA - SLY ANCHOR
 OHV - OVERHEAD WIRE
 BE - BEARINGS
 FLAT - FLAT
 CAL - CALANES
 SMC - STEEL MEMBRANE
 HING - MATERIAL GEOMETRIC VERTICAL 647M
 - - - EXISTING SPOT ELEVATION
 P.A.C. - POINT OF COMMENCEMENT
 P.A.B. - POINT OF BEGINNING
 P.A.T. - POINT OF TERMINATION
 RCP - REINFORCED CONCRETE PIPE
 SET - SET 1/4" SLANTING FROM ROD
 WITH CAP STAMPED "18 4200"
 R/W - RIGHT OF WAY

Map Of Survey REVISED 12/3/97

[illegible]

PARENT TRACT SKETCH
SCALE - 1" = 200'

CERTIFICATE OF AUTHORIZATION (LB) NO. 4298

MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

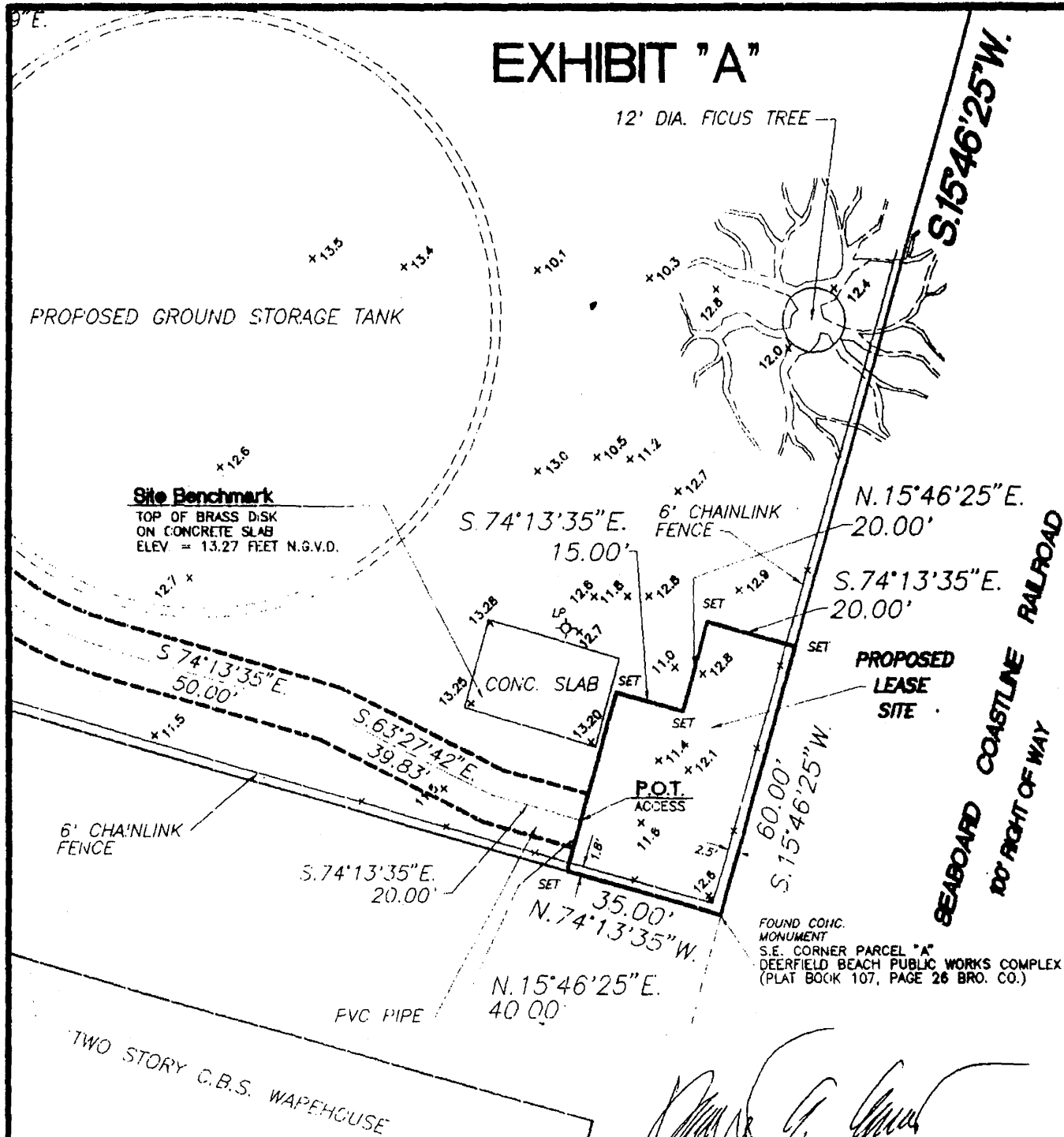
6748 N.E. HIGHWAY 1
P.O. BOX 1499
WILMINGTON, N.C. 28403
PHONE: (704) 236-6304

1888 S.E. 3RD AVENUE
SUITE 200
DEERFIELD BEACH, FL 33441
PHONE: (407) 661-6882

[Signature]

A Boundary and Topographic Survey for BellSouth Mobility Site: CCDE Broward County, Florida		3700.46 300 $1" = 30'$ 10/13/97
Drawn by R.C.V.	Labels by R.B.F.	Date 8-9-01 Date of Survey 8-9-01 1 1

EXHIBIT "A"



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1 1500 S.E. 3RD COURT
P.O. BOX 1420 SUITE 203
WABASSO, FL 32970 DEERFIELD BEACH, FL 33441
PHONE: (561) 368-5364 PHONE: (954) 421-6862
FAX: (561) 388-3165 FAX: (954) 421-0451

RONALD E. EKLUND, PLS
REGISTERED LAND SURVEYOR No. 2559
STATE OF FLORIDA

1" = 30'

Commission No. 3700.48

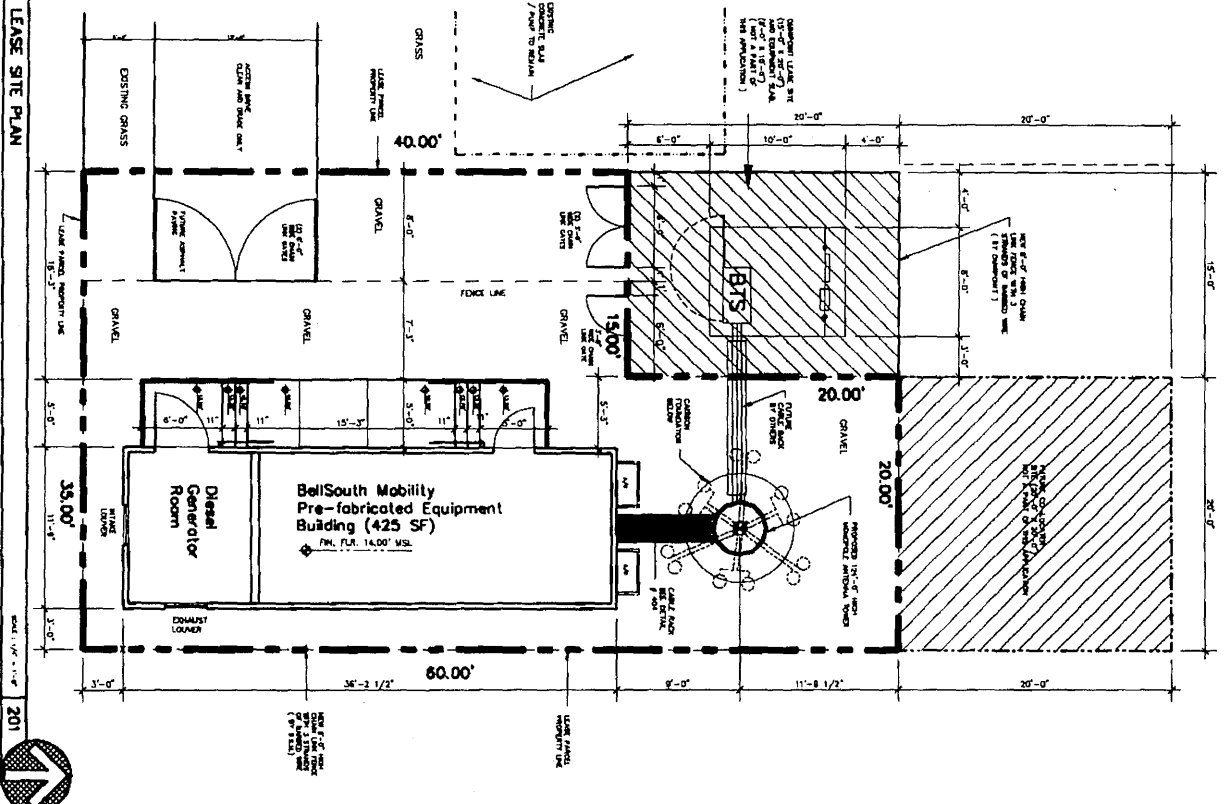
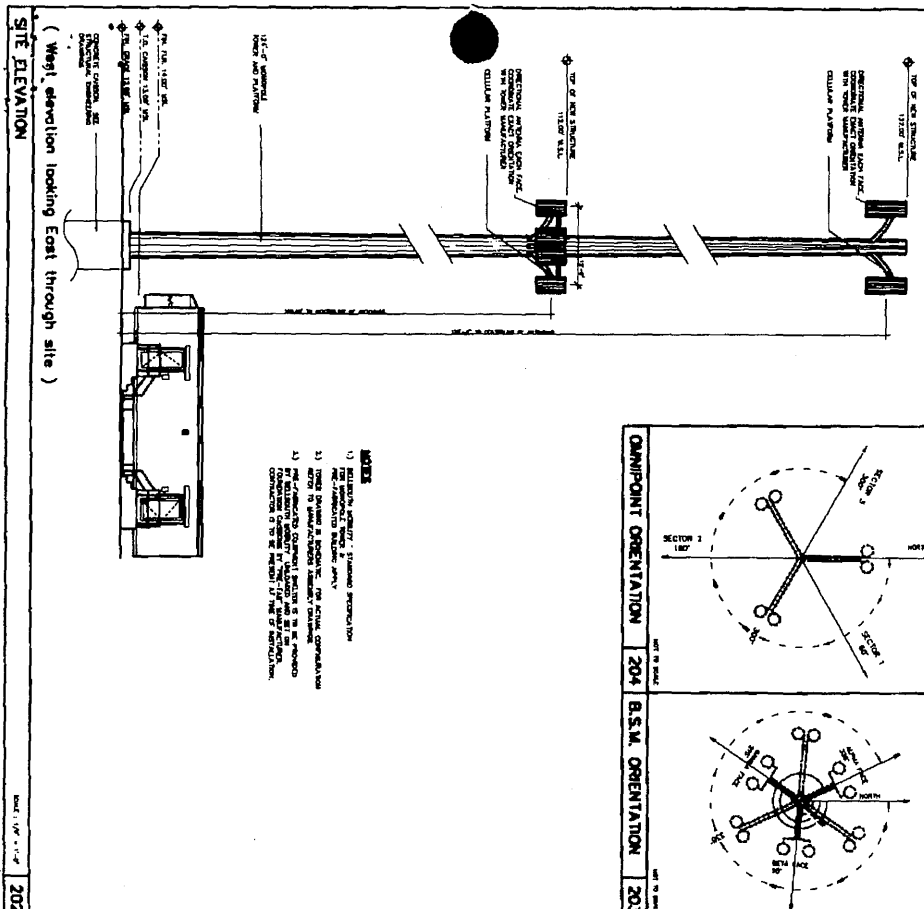
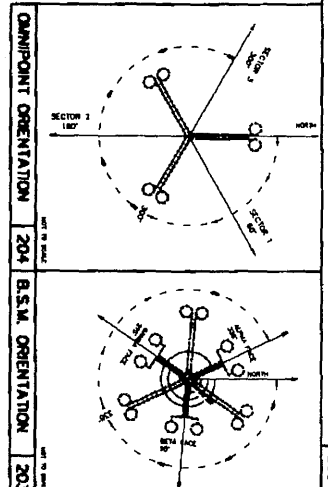
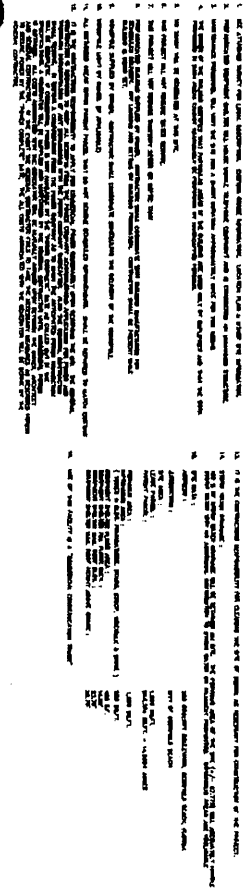
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EXHIBIT "A"

DESCRIPTION OF PROPOSED LEASE PARCEL

THE SOUTH 60.00 FEET OF THE EAST 35.00 FEET; LESS THE NORTH 20.00 FEET OF THE SOUTH 60.00 FEET OF THE WEST 15.00 FEET OF THE EAST 35.00 FEET OF PARCEL "A", DEERFIELD BEACH PUBLIC WORKS COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
CONTAINING 1,800 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A PARCEL OF LAND 12 FEET WIDE LYING IN PARCEL "A", DEERFIELD BEACH PUBLIC WORKS COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 107, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THE CENTERLINE OF SAID 12 FEET WIDE PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE N.00°00' 04"W. ALONG THE WEST LINE OF SAID PARCEL "A", 59.09 FEET TO THE POINT OF BEGINNING OF SAID 12 FEET WIDE ACCESS EASEMENT LYING 6.00 FEET ON EACH SIDE OF SAID CENTERLINE; THENCE N.89°34'40"E., 33.09 FEET; THENCE N.65° 11'06"E., 83.20 FEET; THENCE N.89°28'08"E., 257.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 38°43'43"; THENCE 16.90 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE S.51°48'09"E., 79.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 45°00'00"; THENCE 58.90 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE S.06°48' 09"E., 60.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 65°25'26"; THENCE 85.64 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE S.74°13'35"E., 50.00 FEET; THENCE S.63°27'42"E., 39.83 FEET; THENCE S.74°13'35"E., 20.00 FEET TO THE POINT OF TERMINATION.

BELLSOUTH MOBILITY INC. SITE: "CCDE"

REVISED 12/3/97



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1
P.O. BOX 1420
WABASSO, FL 32970
PHONE: (561) 388-5364
FAX: (561) 388-3165

1500 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (954) 421-8882
FAX: (954) 421-3451

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY THAT THE DESCRIPTION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61S17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES.

Ronald B. Eklund
RONALD B. EKLUND, P.S.
REGISTERED LAND SURVEYOR NO. 2559
STATE OF FLORIDA

COMMISSION No.

3700.48

DATE

10/15/97

CCDE

This instrument prepared by and
should be recorded and returned to:

99-148660 T#001
03-17-99 09:43AM

Lillian Arango de la Hoz, Esq.
Weiss Serota Helfman
Pastoriza & Guedes, P.A.
2665 South Bayshore Drive
Suite 420
Miami, Florida 33133
Telephone: (305) 854-0800

29316861331

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum of License Agreement (the "Memorandum") is made as of the 11th day of September, 1998, between CITY OF DEERFIELD BEACH, a Florida municipal corporation (the "Licensor") whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441-3598, and BELLSOUTH MOBILITY INC, a Georgia corporation (the "Licensee"), whose address is 5201 Congress Avenue, Boca Raton, Florida 33487.

A. Licensor is the owner of certain real property (the "Property") located in Broward County, Florida. On June 9, 1998, Licensor and Licensee entered into a Tower License Agreement (the "Agreement") pursuant to which the Licensor licensed to Licensee a portion of said Property and granted Licensee a right of access for ingress and egress and a right to install utility service in connection therewith (collectively the "Licensed Property").

B. Licensor and Licensee wish to execute and record this Memorandum to provide public notice of Licensee's interest in the Licensed Property.

0K29316PG1332

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Licensed Property is legally described on Exhibit "A" attached hereto and made a part hereof.

2. The initial term of the Agreement is for a period of five (5) years commencing on the date provided in the Agreement.

3. The Agreement also provides for the following extension options: four (4) additional five (5) year extensions.

4. If there is a conflict between the provisions of this Memorandum and the Agreement, the Agreement shall control.

Signed, sealed and delivered
in the presence of:

LICENSOR:

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

Jeff Rink
Print Name: Jeff Rink

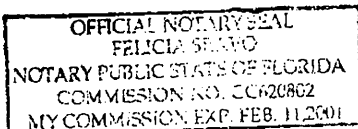
Oretha A. Gowdy
Print Name: ORETHA A. GOWDY

By: [Signature]
Print Name: Albert R. Capellini, P.E.
Title: Mayor

STATE OF FLORIDA)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me this 18 day of February, 1999, by Albert R. Capellini, as Mayor of CITY OF DEERFIELD BEACH, a Florida municipal corporation, on behalf of the corporation, who (check one) ☒ is personally known to me or [] has produced _____ as identification.

My commission expires:
(Seal)



[Signature]
Notary Public, State of Florida
Felicia M. Bravo
Print Name

LICENSEE:

BELLSOUTH MOBILITY INC,
a Georgia corporation

Marc Zielinski
Print Name: MARC ZIELINSKI

By: [Signature]
Name: DANIEL P. NORMAN
Title: VICE PRESIDENT

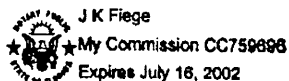
Jean Fabano
Print Name: JEAN FABANO

STATE OF Florida)
COUNTY OF Broward) SS:

The foregoing instruments was acknowledged before me this 11th day of February, 1999, by Daniel P. Norman, as Regional V.P. of **BELLSOUTH MOBILITY INC.**, a Georgia corporation, on behalf of the corporation, who (check one) ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:
(Seal)

J K Fiege
Notary Public, State of FL
Jean K. Fiege
Print Name



DOCUMENT EXECUTION REQUEST

AREA: WTA BUN: 840759 DEAL ID: 210064 SITE NAME: CCDE
Crown entity: NCWPCS MPL 28 PC Approval Date: 3/28/2022 RES: DEBRA ORR FTI: DISH
Deal Type: Lease Amendment and/or Memo
Candidate N/A Option Deal Type: N/A

Landlord Name: CITY OF DEERFIELD BEACH 401A SW 4TH STREET, 2ND FLOOR DEERFIELD BEACH, FL 33441 954-480-4415

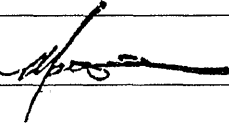
RECORDING REQUIRED (IF "NO" ON ALL PLEASE EXPLAIN):

NEW DEAL TERMS: AMENDMENT NO MOA N/A SNDA NO
STATE/COUNTY RECORDING FORM NEEDED: N/A

NEW FILE: _____

- Customer FTI: Acquiring addl land Dish FTI app 551664; \$5,000 Expedite FFE
- No LA, Email confirmation - GOVT
- -Obtaining one-time Lessor waiver of DGL requirement current GL (section 6G)
- -Acquiring addl 35 SF for Dish FTI for \$1,000/mo
- commences upon CX in addl SF, to esc at 2.8% per year (1st esC 7/1/2028)
- -Obtain Lessor's consent mod required for Dish FTI as required by GL (5B)
- _____
- _____
- Additional Notes: _____

PROCESS COMPLIANCE

	Signature	Date
☐ Vice President ¹	_____	_____
☐ Director – Land Acquisition/Ops ¹	_____	_____
☐ Manager – Real Estate Trans ¹	_____	_____
☒ Attorney ²		5/10/22
☒ Transaction Specialist/ALS ¹	_____	_____
	Debra Orr	

¹ By signing above, I certify that (1) all reasonable steps have been taken to ensure that this document meets applicable company policies and procedures; (2) appropriate consultation has occurred with the business owners impacted by the document; (3) financial and business impacts have been accurately assessed; (4) all necessary internal approvals have been obtained, including but not limited to Capital Committee approval; and (5) the execution of the attached document does not exceed expenditure limit of signatory.

² By signing above, I certify that I have reviewed the attached document and I approve the document as to legal form and I further certify that the document complies with all substantive recording requirements in the state where the site is located and all recording requirements if the document is to be recorded.

FIRST AMENDMENT TO TOWER LICENSE AGREEMENT
(BU 840759)

THIS FIRST AMENDMENT TO TOWER LICENSE AGREEMENT ("First Amendment") is made effective this 19 day of August, 2015, by and between CITY OF DEERFIELD BEACH, a municipal corporation ("City"), and NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), by and through CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, City and Bellsouth Mobility Inc., a Georgia corporation ("Bellsouth"), entered into a Tower License Agreement dated June 9, 1998 (as assigned, the "Agreement"), whereby City licensed to Bellsouth a portion of land being described as a 1,800 square feet portion of that property (said licensed portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Licensed Property") located at 200 Goolsby Boulevard (Tax Parcel #4842 02 05 0010), Deerfield Beach, Broward County, State of Florida. Notice of the Agreement is provided by, and the Licensed Property is described in that certain Memorandum of License Agreement ("Memorandum"), dated September 11, 1998, and recorded in Book 29316, Page 1331 in the Broward County Register of Deeds ("Registry"); and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on September 8, 2023 ("Original Term"), and City and Licensee now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Licensee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 4(B) of the Agreement is amended by replacing "four (4)" with " eight (8)", thereby adding four (4) additional five (5)-year renewal terms to the Agreement beyond the Original Term, and extending its total term to September 8, 2043, unless sooner terminated as provided in the Agreement.

3. As additional consideration for amending the Agreement in accordance with this First Amendment, on September 9, 2023, the annual license payment shall increase one-time by an amount equal to ten percent (10%) of the annual license payment in effect for the immediately preceding year ("One-Time License Payment Increase") in addition to the regular percentage license payment increase that is scheduled to occur pursuant to the Agreement on the same date ("Regular License Payment Escalation"). The Regular License Payment Escalation shall be applied first, and then the One-Time License Payment Increase shall be applied after the license payment is increased pursuant to the Regular License Payment Escalation.

Site Name: CCDE
BU: 840759
Fixed Asset #: 10023344
PPAB 2865111v1

- 1 -

By: (Initials) CA Date 9/13/15 Doc Type 1
BUN: 840759 Lease/Lic 302323

4. Section 12 of the Agreement is amended by deleting Licensee's notice address and inserting the following:

Licensee: NCWPCS MPL 28 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

5. The Agreement is amended by adding a new Section 24 to the end thereto:

24. RIGHT OF FIRST REFUSAL. If **CITY** receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring **CITY**'s interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Licensed Property, or **CITY**'s interest in this Agreement, or an option for any of the foregoing, **CITY** shall provide written notice to **LICENSEE** of said offer, and **LICENSEE** shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine **LICENSEE**'s possessory or economic interest in the Licensed Property. **CITY**'s notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the **CITY**'s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If **LICENSEE** does not exercise its right of first refusal by written notice to **CITY** given within thirty (30) days, **CITY** may convey the property as described in the **CITY**'s notice. If **LICENSEE** declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and **LICENSEE**'s right of first refusal shall survive any such conveyance. **LICENSEE** shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after **LICENSEE**'s receipt of **CITY**'s notice and the assignment shall be effective upon written notice to **CITY**.

6. As additional consideration for amending the Agreement in accordance with this First Amendment, Licensee agrees to pay to City \$10,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

7. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Licensee as follows:

(a) City is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, City owns the Licensed Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Licensed Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Licensee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Licensee's request, City shall discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Licensed Property.

(d) Upon Licensee's request, City shall cure any defect in City's title to the Licensed Property which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Licensed Property.

(e) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Licensee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Licensed Property under the Agreement as amended hereby.

8. IRS Form W-9. City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Licensed Property is transferred, the transferee shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in license payments to the new licensor. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action

necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from license payments.

9. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between City and Licensee dated August 18, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

CITY:

City of Deerfield Beach,
a municipal corporation

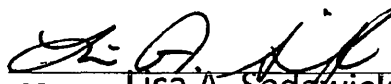
By: Burgess Hanson (SEAL)
Print Name: Burgess Hanson
Title: City Manager

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 28 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By:  (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

Site Name: CCDE
BU: 840759
Fixed Asset #: 10023344
PPAB 2865111v1

RESOLUTION NO. 2001/165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE EXISTING AGREEMENT BETWEEN OMNIPOINT COMMUNICATIONS ENTERPRISES, INC. AND THE CITY OF DEERFIELD BEACH TO ALLOW AN UPGRADE TO THE EXISTING EQUIPMENT IN EXCHANGE FOR AN INCREASE IN THE LICENSE FEES

WHEREAS, Omnipoint Communications Enterprises, Inc. wishes to upgrade its equipment on the Water Tower, which upgrade will require three (3) additional antennas; and

WHEREAS, the City of Deerfield Beach wishes to grant permission for the upgrade in exchange for an increase in the License Fees; and

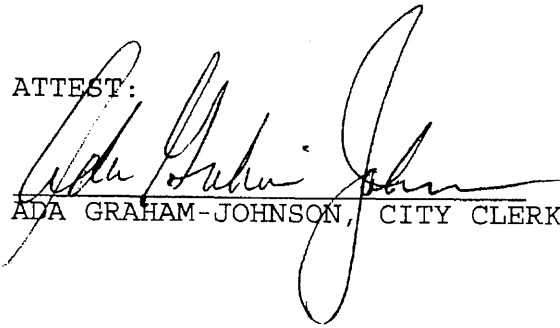
WHEREAS, an Addendum to the Water Tower Site License Agreement with Omnipoint Communications has been prepared and a copy thereof is attached hereto;

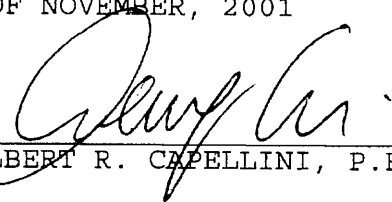
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA:

SECTION 1. The Mayor is hereby authorized to execute an Addendum to the Water Tower Site License Agreement with Omnipoint Communications, subject to the final approval of the City Attorney and City Manager.

ADOPTED THIS 20TH DAY OF NOVEMBER, 2001

ATTEST:


ADA GRAHAM-JOHNSON, CITY CLERK


ALBERT R. CAPELLINI, P.E., MAYOR

orig.
11/20/01 #12

ADDENDUM TO WATER TOWER PCS SITE LICENSE AGREEMENT
Site ID: 0FB1002A

This Addendum to the Water Tower Site License Agreement is entered into this 20th day of November, 2001, between the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, whose address is 150 N.E. Second Avenue, Deerfield Beach, Florida 33441-3598 (hereinafter referred to as "Owner" or "City") and **OMNIPOINT HOLDINGS, INC., Successor in Interest to OMNIPOINT COMMUNICATIONS ENTERPRISES, INC.**, a Florida corporation, and its successors and assigns, whose address is 49 Bloomfield Avenue, Mountain Lakes, N.J. 07046, (hereinafter referred to as "OCEI").

RECITALS:

WHEREAS, the CITY OF DEERFIELD BEACH and OMNIPOINT COMMUNICATIONS ENTERPRISES, INC. entered into a Water Tower PCS Site License Agreement (hereinafter referred to as "1997 Agreement") on May 20, 1997; and

WHEREAS, OCEI wishes to upgrade its equipment on the Tower and said upgrade will require three (3) additional antennas; and

WHEREAS, CITY wishes to grant permission for the upgrade in exchange for an increase in the License Fees;

NOW THEREFORE, in consideration of the foregoing, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the undersigned parties acknowledge and agree as follows:

1. Exhibit C to the 1997 Agreement is hereby deleted and replaced by the "Amended Exhibit C" attached hereto. All references to Exhibit C in the 1997 Agreement shall be deemed to refer to Amended Exhibit C attached hereto. The equipment described in Exhibit C to the 1997 Agreement shall be deemed to be in compliance with the 1997 Agreement until all upgrades contemplated in this Addendum are completed.

2. Section 4, paragraph C) of the 1997 Agreement is amended as follows:

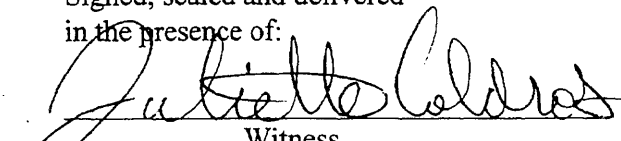
From the date of this Addendum forward, the annual license payment shall be \$31,908.00, which will be due October 1, 2002. This payment shall be subject to the five percent (5%) annual escalation as indicated in the 1997 Agreement. This provision shall not be construed to create any retroactive obligation.

In consideration of current expansion, OCEI shall pay CITY OF DEERFIELD BEACH \$2,042.39 upon full execution of this Addendum.

3. All provisions of the 1997 Agreement not specifically amended herein shall remain in full force and effect.

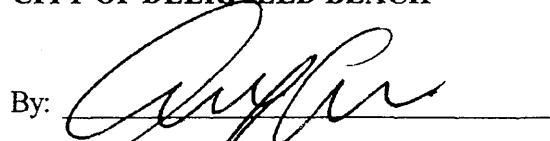
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.

Signed, sealed and delivered
in the presence of:


Witness
Print Name: Juliette Coldros


Witness
Print Name: Lola Badilo

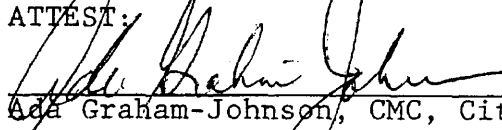
OWNER
CITY OF DEERFIELD BEACH

By: 
Print Name: Albert R. Capellini, P.E.

Title: Mayor

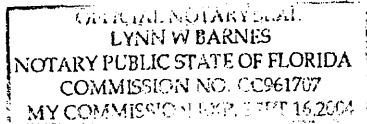
Address: 150 N.E. Second Avenue
Deerfield Beach, FL 33441

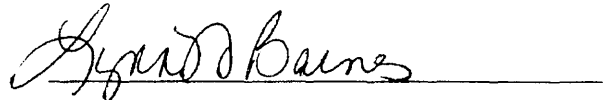
Executed on 14 day of January, 2002

ATTEST: 
Ada Graham-Johnson, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of January, 2002
by Albert R. Capellini, as Mayor of the City of Deerfield Beach, a municipal corporation, who is
personally known to me or has produced _____ as identification
and who did (did not) take an oath.

—

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC961707
MY COMMISSION EXPIRES 12/16/2004


Notary Public
Print _____ Name: Lynn Barnes

My Commission Expires:

(Seal)

**STATE OF FLORIDA
COUNTY OF BROWARD**

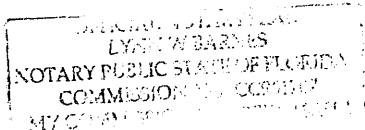
The foregoing instrument was acknowledged before me this 14th day of January, 2002 by **ADA GRAHAM-JOHNSON, CITY CLERK** of the City of Deerfield Beach, a municipal corporation of Florida, who is personally known to me or has produced _____ as identification.

Lyndal Baine
Notary Public

Lynn Barnes
(Name of Notary, typed, printed or stamped)

My Commission Expires

Serial Number



Signed, sealed and delivered
in the presence of:

OCEI
Omnipoint Holdings, Inc., Successor in Interest to
Omnipoint Communications Enterprises, Inc.

Martene A. Garcia
Witness

By: Patrick Monroe

Print Name: MARLENE A. GARCIA Print Name: Patrick Monroe

Title: Director of Eng & Ops

Edwin Sala
Witness

Address: 8100 SW 10th Street

Print Name: EDWIN SALA

Plantation FL 33324

Executed on 17 day of Dec, 2001.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December 2001,
by Patrick Monroe, as Eng & ops Director of Omnipoint
Holdings, Inc., Successor in Interest to Communications Enterprises, Inc., who is personally known
to me or has produced _____ as identification and who did (did
not) take an oath.



Armando Fernandez
Notary Public

Print

Name:

My Commission Expires:

(Seal)

OCEI-Addendum
11/19/01

PROPOSED EXHIBIT LIST

- | | | |
|--------------------|----|---|
| EXHIBIT "A" | -- | Sketch of Owners Property (including Water Tower). |
| EXHIBIT "B" | -- | Sketch of Leased Property (including Equipment Cabinet Space, Water Tower Space and Access/Utility Easement). |
| EXHIBIT "C" | -- | Description of Antenna(s) and Equipment. |
| EXHIBIT "D" | -- | Memorandum of Lease. |

5/19/97

[illegible]

EXHIBIT "C"
CELLULAR COMMUNICATION TOWER
FB1002A DEERFIELD BEACH WATER TOWER

Tower Equipment

- 9 panel antennas – 8" Wide X 2.75" Deep X 72" High @ 60, 180 and 300 degrees.
- Center line of the antenna elevation will be 95' above grade.
- Coaxial cable will run from the antennas attached to the exterior wall of the water tower, inside around the circumference of the tower and down the south side east of the tower to the equipment shelter at the base of the tower.
- The cable run will in no way interfere with any walk ways, crawl ways or ladders inside the tower.
- The coaxial cable will be 1 5/8" in diameter.
- The above mentioned equipment is more visually depicted on the site plan submitted to the planning and zoning department.

FIRST AMENDMENT TO TOWER LICENSE AGREEMENT
(BU 840759)

THIS FIRST AMENDMENT TO TOWER LICENSE AGREEMENT ("First Amendment") is made effective this 19 day of August, 2015, by and between CITY OF DEERFIELD BEACH, a municipal corporation ("City"), and NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), by and through CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, City and Bellsouth Mobility Inc., a Georgia corporation ("Bellsouth"), entered into a Tower License Agreement dated June 9, 1998 (as assigned, the "Agreement"), whereby City licensed to Bellsouth a portion of land being described as a 1,800 square foot portion of that property (said licensed portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Licensed Property") located at 200 Goolsby Boulevard (Tax Parcel #4842 02 05 0010), Deerfield Beach, Broward County, State of Florida. Notice of the Agreement is provided by, and the Licensed Property is described in that certain Memorandum of License Agreement ("Memorandum"), dated September 11, 1998, and recorded in Book 29316, Page 1331 in the Broward County Register of Deeds ("Registry"); and

WHEREAS, the Agreement has an original term, including all renewal terms, that will expire on September 8, 2023 ("Original Term"), and City and Licensee now desire to amend the terms of the Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, City and Licensee agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 4(B) of the Agreement is amended by replacing "four (4)" with " eight (8)", thereby adding four (4) additional five (5)-year renewal terms to the Agreement beyond the Original Term, and extending its total term to September 8, 2043, unless sooner terminated as provided in the Agreement.

3. As additional consideration for amending the Agreement in accordance with this First Amendment, on September 9, 2023, the annual license payment shall increase one-time by an amount equal to ten percent (10%) of the annual license payment in effect for the immediately preceding year ("One-Time License Payment Increase") in addition to the regular percentage license payment increase that is scheduled to occur pursuant to the Agreement on the same date ("Regular License Payment Escalation"). The Regular License Payment Escalation shall be applied first, and then the One-Time License Payment Increase shall be applied after the license payment is increased pursuant to the Regular License Payment Escalation.

Site Name: CCDE
BU: 840759
Fixed Asset #: 10023344
PPAB 2865111v1

- 1 -

By: (Initials) CA Date 9/13/15 Doc Type 1
BUN: 840759 Lease/Lic 382323

4. Section 12 of the Agreement is amended by deleting Licensee's notice address and inserting the following:

Licensee: NCWPCS MPL 28 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

5. The Agreement is amended by adding a new Section 24 to the end thereto:

24. RIGHT OF FIRST REFUSAL. If CITY receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring CITY's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Licensed Property, or CITY's interest in this Agreement, or an option for any of the foregoing, CITY shall provide written notice to LICENSEE of said offer, and LICENSEE shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine LICENSEE's possessory or economic interest in the Licensed Property. CITY's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the CITY's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If LICENSEE does not exercise its right of first refusal by written notice to CITY given within thirty (30) days, CITY may convey the property as described in the CITY's notice. If LICENSEE declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and LICENSEE's right of first refusal shall survive any such conveyance. LICENSEE shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after LICENSEE's receipt of CITY's notice and the assignment shall be effective upon written notice to CITY.

6. As additional consideration for amending the Agreement in accordance with this First Amendment, Licensee agrees to pay to City \$10,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

7. Representations, Warranties and Covenants of City. City represents, warrants and covenants to Licensee as follows:

(a) City is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of City's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, City owns the Licensed Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Licensed Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Licensee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Licensee's request, City shall discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Licensed Property.

(d) Upon Licensee's request, City shall cure any defect in City's title to the Licensed Property which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Licensed Property.

(e) Licensee is not currently in default under the Agreement, and to City's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the Agreement.

(f) City agrees to execute and deliver such further documents and provide such further assurances as may be requested by Licensee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Licensed Property under the Agreement as amended hereby.

8. IRS Form W-9. City agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Licensed Property is transferred, the transferee shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in license payments to the new licensor. City's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action

necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from license payments.

9. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between City and Licensee dated August 18, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

CITY:

City of Deerfield Beach,
a municipal corporation

By: Burgess Hanson (SEAL)
Print Name: Burgess Hanson
Title: City Manager

Site Name: CCDE
BU: 840759
Fixed Asset #: 10023344
PPAB 2865111v1

IN WITNESS WHEREOF, City and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 28 - Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By:  (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

Site Name: CCDE
BU: 840759
Fixed Asset #: 10023344
PPAB 2865111v1

Barry, Jennifer

From: Barry, Jennifer
Sent: Thursday, July 8, 2021 9:51 AM
To: Ivelsa "Evie" Guzman
Subject: RE: 840759 CCDE

Hello Evie:

Good morning. I hope that this email finds you doing exceptionally well! Apologies for my delayed response; I was out of the office on vacation.

To provide a brief background (in the event it is unknown), following the Sprint and T-Mobile merger, on July 1, 2020, DISH acquired Boost Mobile as part of a Federal Government requirement that T-Mobile divests Boost Mobile (nearly 9 million subscribers) in order to gain regulatory approval to merge with Sprint. Prior to this acquisition by DISH, Boost Mobile was owned by Sprint. Also included as a condition to the acquisition of Boost Mobile was a requirement that T-Mobile continues allowing Boost Mobile customers (mostly low-income subscribers) use the new T-Mobile network for seven years while DISH builds out its 5G network. Please see, [Dish closes \\$1.4B acquisition of Boost, enters wireless retail business | FierceWireless](#), and [Dish, T-Mobile 3G Fight Has Democrats Refereeing Deal They Opposed \(bloomberglaw.com\)](#).

As DISH proceeds with the build-out of its 5G network, it is working with T-Mobile on the use of T-Mobile's network and to prevent the shutdown of the Sprint CDMA network on January 1, 2022. According to Boost Mobile's EVP, Stephen Stokols, a shutdown of the Sprint by year's end will negatively impact "low-income consumers," as they will have to upgrade their phones or face losing service in January 2022. Please see, [T-Mobile strikes back in feud with Dish over CDMA shutdown | FierceWireless](#) [Boost Mobile Users Must Upgrade Phones or Lose Service Jan. 1, 2022 - Bloomberg](#).

In 2018, Peter Adderton (founder and former CEO of Boost Mobile USA) announced Boost Mobile's commitment (which DISH has since assumed) to roll out a "robust and highly affordable prepaid broadband wireless data plans in select lower-income metro areas across the country in the wake of a Sprint/T-Mobile merger scenario." Please see, [Boost Founder Commits to Offer \\$9.95 Unlimited Data Plan \(globenewswire.com\)](#).

In addition to offering affordable prepaid broadband wireless data plans, in May 2021, Boost Mobile launched its Emergency Broadband Benefit program. The plan is to provide qualifying customers access to free high-speed mobile internet via two connectivity options. The Emergency Broadband Benefit Program is a Federal Communications Commission (FCC) program that partners with wireless carriers, like Boost Mobile, to provide a temporary discount on a monthly broadband plan or a smartphone plan for qualifying low-income households. [Emergency Broadband Benefits Program | Plans & Services FAQs | Boost Mobile](#).

Currently, DISH is in full swing of building out its 5G network. Based on the above (including provided web links/articles), DISH (via Boost Mobile) appears to be targeting and servicing low-income subscribers through the development of its 5G network and various affordable prepaid phone and data plans – in an effort to become the "4th U.S. carrier" following T-Mobile's acquisition of Sprint Wireless.

I hope that this information is helpful for the City Manager to determine DISH's path moving forward in the City of Deerfield Beach.

Thank you, I look forward to chatting with you again soon.

Best Regards,

Jenn

JENNIFER BARRY

Real Estate Acquisition

T: (941) 308.3642 | M: (941) 209.2541 | fax (724) 416.6186

CROWN CASTLE

301 North Cattlemen Road

Suite 200

Sarasota, FL 34232

CrownCastle.com

"This email is for discussion purposes only. The parties will not be bound in any respect until and unless a Letter Agreement or other written agreement is signed by all parties. All correspondence and attachments are strictly confidential."

From: Ivelsa "Evie" Guzman <IGuzman@deerfield-beach.com>

Sent: Monday, June 21, 2021 6:03 PM

To: Barry, Jennifer <Jennifer.Barry@crowncastle.com>

Subject: RE: Crown Castle 200 Goolsby Boulevard Equipment Modification Consent Letter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jennifer,

If you would, please provide supporting documentation regarding serving the underprivileged customer to present the information to my City Manager with your offer.

Thank you,



Ivelsa (Evie) Guzman, MBA, CPPB

Purchasing Manager

401A SW 4th Street

2nd Floor

Deerfield Beach, FL 33441

P 954.480.4486

PurchasingTeam@Deerfield-Beach.com

From: Barry, Jennifer <Jennifer.Barry@crowncastle.com>

Sent: Monday, June 21, 2021 2:21 PM

To: Ivelsa "Evie" Guzman <IGuzman@deerfield-beach.com>

Subject: RE: Crown Castle 200 Goolsby Boulevard Equipment Modification Consent Letter



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1276

Agenda Date: 6/21/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Sign Relocation and Reconstruction Agreement with Clear Channel Outdoor, LLC pursuant to the City's Billboard Relocation Policy and Section 70.20, Florida Statutes; authorizing execution of the Sign Relocation Agreement; providing for an effective date. (Tabled from May 17, 2022)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Section 70.20, Florida Statutes, provides that "It is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication."

On December 5, 2017, the City Commission approved a Billboard Sign Relocation Ordinance, which amended the City's Sign Code to expressly authorize the City to enter into billboard sign relocation and reconstruction agreements pursuant to Section 70.20, Fla. Stat. Section 102-1 of the Land Development Code permits the City to enter into agreements with private property owners to relocate legal non-conforming billboards to other locations deemed acceptable by the City Commission. Clear Channel Outdoor, LLC, proposes to install a new double-faced, digital display billboard on property located at 3652 SW 10th Street in exchange for removing four existing billboards located at 4381 N. Dixie Highway, 4201 N. Dixie Highway, 910 NE 48th Street and 1231 NE 48th Street.

The proposed new digital display billboard will be 65 feet high with each sign face measuring 14 feet x 48 feet in area. The Sign Relocation Agreement provides that Clear Channel shall not operate the Replacement Sign, and any displays on the Replacement Sign, at brightness levels of more than 0.3 (zero point three) foot candles above ambient light, as measured from ground level using a foot candle meter from a pre-set distance of 250 feet away. Each display must have a light sensing device that will adjust the brightness to the acceptable brightness levels as ambient light conditions change.

A location map, proposed site plan, sign detail and the proposed agreement are attached.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SIGN RELOCATION AND RECONSTRUCTION AGREEMENT WITH CLEAR CHANNEL OUTDOOR, LLC PURSUANT TO THE CITY'S BILLBOARD RELOCATION POLICY AND SECTION 70.20, FLORIDA STATUTES; AUTHORIZING EXECUTION OF THE SIGN RELOCATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 70.20, Florida Statutes, provides that “It is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication”; and

WHEREAS, it is in the City’s best interests to reduce the number of billboards within the residential and commercial neighborhoods within the City and to provide for replacement of existing, legally non-conforming signs in need of repair and their relocation to areas of the City where the impact of a sign on neighboring homes and businesses will be reduced; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City and cause the relocation of signs to sites that will have less visual impact upon our community; and

WHEREAS, the City also desires to increase the safety of billboards; and

WHEREAS, on December 5, 2017, the City approved a Billboard Sign Relocation Ordinance, which amends the City’s Sign Code to expressly authorize the City to enter into billboard sign relocation and reconstruction agreements pursuant to Section 70.20, Fla. Stat.; and

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes municipalities to enter into sign relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality involved; and

WHEREAS, on December 5, 2017, the City adopted a billboard sign relocation policy, pursuant to Section 70.20, Florida Statutes, governing the City’s consideration of sign relocation and reconstruction agreements that requires adherence to the following goals:

- i.) to encourage outdoor advertising companies to reduce or eliminate outdoor advertising structures on surface streets in the City, including, without limitation, on Sample Road and Dixie Highway, and
- ii.) to improve the safety of outdoor advertising signs, and
- iii.) to reduce the number of billboards in the City; and

WHEREAS, Clear Channel Outdoor, LLC (“Clear Channel”) is the owner of three double-faced legally existing, non-conforming sign structures located within the City, and one such sign structure located adjacent to the City, on the parcels of land specified in the attached Exhibit “1”, including billboard locations along Dixie Highway and NE 48th Street (collectively, the "Existing Signs"); and

WHEREAS, the City has negotiated a Sign Relocation and Reconstruction Agreement with Clear Channel, attached as Exhibit “1”, (the “Sign Relocation Agreement”) which provides for the terms and conditions of Clear Channel’s removal of the four Existing Signs and the construction and maintenance of one digital, double-sided replacement outdoor advertising sign (the “Replacement Sign”) that meets all current engineering and wind-load requirements of the City’s Land Development Code; and

WHEREAS, the Replacement Sign is to be located at 3652 SW 10th Street along the south side of SW 10th Street adjacent to the Sawgrass Expressway; and

WHEREAS, City staff finds that the Sign Relocation Agreement adheres to the City’s sign relocation policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission finds that the Sign Relocation Agreement adheres to the City’s Sign Relocation Policy and hereby approves the Sign Relocation Agreement with Clear Channel, attached as Exhibit “1”.

Section 3. The Mayor and City Manager are authorized to execute the Sign Relocation Agreement with Clear Channel, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RELOCATION AND RECONSTRUCTION AGREEMENT

THIS RELOCATION AND RECONSTRUCTION AGREEMENT (the “Agreement”) is made as of the _____ day of _____ 2022, by and between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company registered and authorized to do business in Florida (“Clear Channel”).

WITNESSETH:

WHEREAS, Section 70.20, *Florida Statutes*, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Clear Channel is engaged in the business of constructing, operating and maintaining billboard signs in Broward County, Florida and, in particular, within the City; and

WHEREAS, Clear Channel is the owner of certain legally existing, non-conforming sign structures (the "Existing Signs"), located within the jurisdiction of the City (or adjacent to the City) on the parcels of land as follows:

- A. Existing Sign #1 - Double-faced Sign, located at 4381 N. Dixie Highway (Folio No. 484213070030), on the west side of Dixie Highway 40 feet south of NE 44th St
 - 1. Face#: 12875 – Facing South
 - 2. Face#: 12876 – Facing North

- B. Existing Sign #2 – Double-faced Sign, located at 4201 N. Dixie Highway (Folio No. 484213010140), on the west side of Dixie Highway 105 feet south of NE 42nd St
 - 1. Face#: 12865 – Facing South
 - 2. Face#: 12866 – Facing North

- C. Existing Sign #3 – Double-faced Sign, located at 910 NE 48th St (Folio No. 484213210010), on the south side of NE 48th St 300 feet west of Dixie Highway, in conjunction with 4701 N. Dixie Highway (Folio No. 484213300020)
 - 1. Face#: 13014 – Facing East
 - 2. Face#: 13015 - Facing West

- D. Existing Sign #4 – 4-faces Sign located at 1231 NE 48 St (Folio #484212000523) on the North Side of 48 St 110 feet E/O Old Dixie Hwy
1. Face #12950 – Facing West
 2. Face #12951 – Facing West
 3. Face #12952 – Facing East
 4. Face #12953 – Facing East

WHEREAS, Clear Channel represents that the Existing Signs, notwithstanding the fact that the signs could not be constructed under the present code, are legally existing and allowed to remain in use as non-conforming signs under the City's current Land Development Code (the "LDC") (or other applicable codes) as long as their use is continued and unaltered and subject to the conditions set forth for nonconforming uses in the LDC; and

WHEREAS, the Existing Signs may not meet current wind-load and other relevant engineering requirements of the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, pursuant to Resolution No. 2017/160, the City has the goals, pursuant to §70.20, *Florida Statutes*, to

- A. encourage outdoor advertising companies to reduce or eliminate outdoor advertising structures on surface streets in the City, including, without limitation, on Dixie Highway and
- B. to improve the safety of outdoor advertising signs, and
- C. to reduce the number of billboards in the City; and

WHEREAS, the City hereby gives notice of its intent to act in accordance with its goals defined above by allowing Clear Channel to remove the Existing Signs and reconstruct the Replacement Sign (as defined below) pursuant to §70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and this Agreement; and

WHEREAS, as a result of said notice, Clear Channel proposes to remove the Existing Signs and construct the replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind-load requirements of the LDC, located within the jurisdiction of the City on the parcel of land as follows:

- A. Replacement Sign. New Double-faced Sign, located at 3652 SW 10th St (Folio No. 484209020010; Replacement Sign location), south side of SW 10th St., aka Sawgrass Expressway SS 600 FT WO Powerline Road. One digital face facing East and one digital face facing West. This sign is a replacement for the Existing Signs and each face of the Replacement Sign will be operated by Clear Channel as a digital display face.; and

WHEREAS, the City and Clear Channel desire to enter into this Agreement, establishing the terms and conditions under which Clear Channel will be permitted to remove the Existing Signs, and to construct and maintain the Replacement Sign; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest and will assist it in accomplishing the goals set forth herein, including, without limitation, reducing the number of billboards in the City; and

WHEREAS, Clear Channel represents to the City that Clear Channel has obtained from the owner of the Replacement Sign location, all legal rights to construct and maintain Replacement Sign thereon in accordance with this Agreement.

WHEREAS, the City is entering into this Agreement solely based upon the authority of Section 70.20, *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and agreement of Clear Channel to reduce the number of signs in the City and to relocate certain sign, in addition to the other valuable consideration set forth herein;

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and Clear Channel do hereby agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and are incorporated herein as contractual terms, and not merely recitals.

2. Removal of Existing Signs. Clear Channel shall completely remove the Existing Signs before performing construction on the Replacement Sign beyond the installation of the foundation for said sign. It is understood and agreed that construction of the Replacement Sign shall not commence until receipt of all applicable final non-appealable (with no appeal having been filed) governmental and third party permits and approvals.

A. Sign Removal. Contemporaneously with the submission of Clear Channel's permit applications to the City for construction of the Replacement Sign, Clear Channel shall also apply for demolition permits for the Existing Signs. The City shall use its best efforts to issue the demolition permits within forty-five (45) days after submission of complete permit applications which comply with all applicable City requirements. Clear Channel shall demolish the above-ground portions of the Existing Signs, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's LDC, prior to or contemporaneous with erection of the Replacement Sign. Upon demolition, the Existing Signs may not be replaced, and such signs shall lose their status as legal non-conforming signs.

B. Clear Channel shall have no obligation to demolish or remove the Existing Signs unless and until it has obtained all necessary permits and approvals from the City and FDOT for construction and maintenance of the Replacement Sign. In the event that Clear Channel is unable to obtain all necessary permits and approvals for the construction of the Replacement Sign, Clear Channel shall be relieved of any obligation under this

Agreement to remove the Existing Signs and shall have the right to terminate this Agreement upon thirty (30) days written notice to the City. In any event, if Clear Channel fails to submit a complete permit application for the Replacement Sign in compliance with all building code requirements within 180 days of receiving an FDOT permit for such sign, then this Agreement shall be deemed terminated and null and void as to the Replacement Sign.

C. The demolition permits for the Existing Signs shall be building permits as required by the City and shall provide, without limitation, the following:

1. The Existing Sign shall be completely removed at the expense of Clear Channel.
2. The pole for each Existing Sign shall be cut two (2) feet below grade.
3. The hole caused by the excavation necessary to cut the pole two (2) feet below grade, shall be filled to grade, and the site shall be regraded, re-asphalted and/or re-landscaped as appropriate.
4. Clear Channel shall be responsible to repair any utility lines cut or damaged during removal of an Existing Sign and to repair all other property damage resulting from such removal.

D. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from any State or local agency or department for removal of the Existing Signs; provided that nothing herein shall require the City to assume or acknowledge any obligations, or responsibility, whether financial or otherwise, other than those obligations specifically set forth in this Agreement.

E. Upon removal as provided herein, the Existing Signs shall lose their non-conforming status.

3. Replacement Sign.

A. Location. The Replacement Sign will be constructed as depicted in the site plans attached hereto:

Exhibit A-Site Plan for Replacement Sign

B. Permits and Construction. Clear Channel shall be responsible for obtaining and paying for all required building permits and approvals to erect and maintain the Replacement Sign. The Replacement Sign shall be permitted and constructed in compliance with the requirements of Chap. 479, Fla. Stat. and the rules applicable to same. In addition, Clear Channel shall obtain building permits from the City based on plans which

are in compliance with the Florida Building Code ("FBC"). The City, shall expeditiously process all necessary permits for erection of the Replacement Sign after submission of complete permit application(s) by Clear Channel, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with Clear Channel in obtaining any necessary permits and/or approvals from FDOT (or any other State or local agency or department) for the removal of the Existing Signs and/or the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Clear Channel to obtain all such permits or approvals. The City's approval and issuance of all permits and approvals, shall not be unreasonably withheld, delayed or conditioned. As to FDOT, the City shall prepare and execute the portion of the FDOT Application for Outdoor Advertising Permit entitled "Determination of Land Use" and similar documents or information requested by FDOT; a copy of the current Application for Outdoor Advertising Permit form is attached hereto as Exhibit B. Nothing contained herein shall require the City to commit to or assume any obligations, financial or otherwise as part of its duty to execute documents or cooperate or to assume or acknowledge any liability of any kind whatsoever for the actions of Clear Channel, except as specifically set forth in this Agreement.

The application for a Replacement sign digital billboard shall be accompanied by a photometric plan. The photometric plan over laid on an aerial photograph, shall demonstrate the digital billboard's maximum light intensity, in foot candles above ambient light, at residential property lines specifically identified by the City.

C. Description. The City and Clear Channel agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related Florida Administrative Code provisions and FDOT regulations. The Replacement Sign shall be constructed using a double-face monopole structure, and the monopole and sign structure shall be of a silver/metallic finish. The size of each display face of the Replacement Sign shall not exceed 14 feet in height and 48 feet in length. The Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by Clear Channel from time to time). Clear Channel will operate the sign face(s) as digital display faces.

D. FDOT Regulations. The changeable message display shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Replacement Sign shall be no more frequent than one (1) change every eight (8) seconds.

E. Landscaping. Clear Channel shall install landscaping that complies with all requirements of the City Code, or near the base of each Replacement Sign sufficient to reasonably obscure the base of the Replacement Sign and any ground-level appurtenances thereto from the view of the travelling public on adjacent roadways. The nature and

location of said landscape screening shall be subject to City approval, which approval shall not be unreasonably withheld, delayed or conditioned. Clear Channel shall maintain said landscaping in good condition and shall replace same if necessary. Clear Channel shall be responsible for the maintenance and/or replacement of said landscaping only so long as it has the permission of the owner of the Replacement Sign property location to do so and has adequate access to the Replacement Sign property location for such purpose. All irrigation required to maintain the landscaping shall be installed at the sole cost and expense of Clear Channel and kept in working order.

Clear Channel has submitted landscaping plans for the Replacement Sign location, [copies of which are attached hereto as Exhibit D. Clear Channel shall submit an appropriate landscaping permit application to obtain a landscaping permit to landscape the property of the owner of the Replacement Sign location. Clear Channel shall secure prior approval by the property owner for any landscape permit, to the extent required by the City. Clear Channel shall be responsible for obtaining from FDOT any vegetation management permits required for trimming/removing any vegetation in the right-of-way of SW 10th Street and all other required permits in connection therewith, if necessary.

Clear Channel shall maintain landscaping for the Replacement Sign in good condition. Upon the removal of the Replacement Sign by Clear Channel, Clear Channel shall have no further responsibility for said landscaping.

F. Operation. The replacement displays shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement during the static display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement. Each static message shall not include flashing lighting or the varying of light intensity

Clear Channel shall not operate the replacement signs at brightness levels of more than 0.3 (zero point three) foot candles above ambient light, as measured using a foot candle meter from a pre-set distance of 250 (two hundred fifty) ft away. Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

Upon receipt of a request from the City, Clear Channel shall provide a nighttime measurement of the brightness of the sign within 3 (three) Days. This submission will be emailed to the City in a standard format and will provide evidence if the sign is operating in compliance with the 0.3 foot candle limit. If the sign was not in compliance, Clear Channel shall provide a statement that the sign has been brought back into compliance and when that was completed.

4. Repair and Maintenance. The parties acknowledge and agree that the Replacement Sign is not permitted under the City Code. However, the parties acknowledge and agree that under the authority of Section 70.20 *Florida Statutes*, City Code Chapter 102, as amended by Ordinance 2017/027, Resolution No. 2017/160 and solely by virtue of this Agreement, the Replacement Sign shall be deemed to be, and treated as, conforming uses in all respects under the City Code for

purposes of maintenance of the Replacement Sign and for purposes of repair, restoration or reconstruction of the Replacement Sign after a casualty or damage to the Replacement Sign; provided that should Clear Channel not comply with its obligations to the City as set forth herein as to the Replacement Sign, and subject to the City giving to Clear Channel notice of default and opportunity to cure under Section 9 herein, it is agreed by Clear Channel that the conforming status of such Replacement Sign shall be lost and the Replacement Sign shall be deemed to be illegal and in violation of the City Code and removed promptly upon receipt of written notice from the City.

5. Payments. In order to offset the expense to the City of negotiating, adopting and implementing this Agreement, and in consideration for the opportunity for Clear Channel to reconstruct the Existing Signs as a new, more modern, safe and structurally sound monopole billboard, thereby extending the usable life of the sign structures, and to take advantage of the opportunity to utilize electronic changeable message technology on the Replacement Sign, Clear Channel agrees to pay the City as follows:

A. Annual payments of \$30,000.00 ("Annual Payment") for the Replacement Sign (computed on the basis of \$15,000.00 per each Digital face); the first annual payment shall be due and payable within forty-five (45) days after Clear Channel has received the final FDOT permit and all final City permits for the construction of the Replacement Sign ("Commencement Date") and prior to commencement of construction of the Replacement Sign. Thereafter, each Annual Payment shall be made on the anniversary date of the Commencement Date.

B. If Clear Channel fails to pay an Annual Payment on its due date, then, after ten (10) days' written notice from the City to Clear Channel of the Annual Payment, Clear Channel fails to pay the Annual Payment, Clear Channel shall be responsible for paying the principal due plus a 5% late charge. If after an additional twenty (20) days written notice, the Annual Payment plus the 5% late charge is unpaid for an additional thirty (30) days, Clear Channel shall be deemed to be in default, and subject to the terms of Section 9 herein, any unpaid amount due (including late charge) shall accrue interest at the rate of twelve per cent (12 %) per annum until the date of payment.

C. The Annual Payment shall be increased by ten percent (10%) on each five (5) year anniversary of the Commencement Date.

D. In the event that, in Clear Channel's sole opinion: (a) Clear Channel is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) any federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Replacement Sign property location for outdoor advertising purposes; (c) the Replacement Sign becomes entirely or partially obstructed or destroyed; (d) the view of the Replacement Sign is obstructed or impaired in any way by any object or growth on the Replacement Sign property location or on any neighboring property; there occurs a diversion of traffic from, or a change in the direction of, traffic past the Replacement Signs; (f) Clear Channel is prevented from maintaining electrical power to the Replacement Sign property location or illuminating the

Replacement Sign; (g) Clear Channel finds that, in Clear Channel's sole opinion, the continued maintenance/operation of the Replacement Sign is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Replacement Sign or the Replacement Sign property location; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities; (i) Clear Channel loses its lease with the owner of the property where the Replacement Sign is located or is unable to extend the lease on reasonably economic terms (in Clear Channel's sole opinion); then Clear Channel shall, at its option, have the right to remove the Replacement Sign and terminate this Agreement. As a precondition to being released from the payment obligations set forth herein based upon the above, Clear Channel shall be required to completely remove the Replacement Sign and remove all debris and fill any holes in the ground back to grade and thereafter all obligations hereunder as to the Replacement Sign shall be void except for any obligations to indemnify, defend or hold harmless the City; once removed there shall be no right to reconstruct the Replacement Sign.

E. It is understood and agreed by the parties hereto that so long as the Replacement Sign remains at its location, Clear Channel shall be required to comply with the obligations set forth herein. No assignment of any rights of Clear Channel shall relieve it of said obligation unless said assignee confirms in writing that it has the ability to honor the terms hereof and commits to honor the terms hereof in a written document reasonably acceptable to the City. If the lease for the property upon which the Replacement Sign is located is terminated or assigned and terminated, then Clear Channel shall remove the Replacement Sign unless there is acceptance of the obligations of this Agreement in a written document reasonably acceptable to the City by a party with the lawful authority to comply with the conditions hereof; otherwise the Replacement Sign shall be removed and failure to do so shall be a violation of the City Code. If the Replacement Sign is removed for the lease termination described herein, Clear Channel's obligation for the annual payment to the City in Section 4. Payments (A), shall immediately cease upon the date the Sign(s) cease operation.

Except as expressly provided in this Section 4, or for permitting fees, Clear Channel shall not have any additional or further obligation for payment of any fees, costs or expenses to the City for the right to erect, operate and/or maintain the Replacement Sign.

6. Non-Monetary Consideration. In addition to the financial payments set forth in Paragraph 4 above, Clear Channel further agrees as follows:

A. Clear Channel will make the Replacement Sign available for the dissemination of public service information as follows: (a) during times of declared weather emergencies affecting the City, Clear Channel will make the Replacement Sign available for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"); and (b) Clear Channel will make the Replacement

Sign available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), when it is determined, pursuant to guidelines and procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; and

B. Public Service Notices. On a space-available basis, Clear Channel will display City public service announcements and advertise City-sponsored events ("City Announcements") on the Replacement Sign, pursuant and subject to the procedures, conditions and restrictions set forth below. Any such City Announcements shall be strictly for the benefit of the City and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Announcement any third party asserts that said announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results therefrom, Clear Channel shall have the right to remove the City Announcement, and to discontinue the display of the City Announcement until such time as the City shall supply a new, or designate a previous, City Announcement as the Stock Copy (as defined below), pursuant to the provisions of this paragraph.

Clear Channel will provide the City with one (1) slot (hereinafter "Slot") on each face of the Replacement Sign for the advertisement of City Announcements any time there is an unsold Slot available on any such face. A "slot" is defined as one in a rotation of eight advertisement slots, each eight seconds in duration. To be eligible to take advantage of this opportunity, the City shall provide Clear Channel, in advance, with the artwork/design/graphics for the City Announcement. Any advertising shall be at no cost to the City. All artwork, design, graphics, production and installation costs relating to the City Announcement(s) shall be at the sole expense of the City.

During any time period when there is an unsold Slot on either face of the Replacement sign, Clear Channel will post, without prior notice to the City, the most recent City Announcement supplied by the City to Clear Channel and designated for such purpose (the "Stock Copy"). The City may change the Stock Copy at any time, and from time to time, by providing Clear Channel with a new City Announcement, along with a request that such City Announcement be substituted as the designated Stock Copy. Clear Channel's obligation to post City Announcements shall be limited to the last City Announcement designated as Stock Copy by the City for such purpose. Any change in the Stock Copy designation shall not be effective until ten (10) days after receipt by Clear Channel of the artwork/design/graphics for the new City Announcement. A City Announcement may be removed by Clear Channel at any time, without prior notice to the City in the event the space so occupied by the City Announcement is leased or rented to third parties by Clear Channel.

For purposes of this paragraph, the City's contact person shall be the City Manager or designee, and Clear Channel's contact person shall be Jeff Andres, a Real Estate Manager

and / or assigns.

7. Complete Understanding. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto (if any), constitute the full and complete agreement between the parties hereto with respect to the matters covered herein to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

8. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

9. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to City:

City of Deerfield Beach
Attn.: City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With copies to:
City Attorney
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

If to Clear Channel:

Clear Channel Outdoor, LLC
Attn: Jeff Andres, VP of Real Estate
5800 NW 77th Court
Miami, FL 33166

With Copies to:
Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

10. Default. In the event any Party is in default of any provision of this Agreement, the non-defaulting party, as a condition precedent to the exercise of its remedies under this Section 9, shall be required to give the defaulting Party or Parties thirty (30) days written notice ("Section 9 Notice") of same, in addition to any notices required elsewhere in this Agreement: under the Section 9 Notice, the defaulting Party or Parties shall have thirty (30) days from the receipt of such Section 9 Notice to cure the default or, if the default cannot be cured within thirty (30) days, to commence and diligently pursue a cure. If the defaulting Party or Parties timely cure the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting Party or Parties do not timely cure such default, the non-defaulting Party or Parties shall be entitled to pursue the following rights and remedies, which are cumulative: to terminate this Agreement or to terminate this Agreement as to a Replacement Sign (if Clear Channel is the defaulting party, Clear Channel shall remove the Replacement Sign and the Replacement Sign shall lose its status as a conforming Sign(s)); to sue the defaulting Party for injunctive relief enjoining the commission of or attempt or threatened commission of a default and to obtain a decree specifically compelling performance of a term or provision of this Agreement without, in either case, being required to prove or establish that non-defaulting Party does not have an adequate remedy at law and the defaulting Party hereby waives the requirement of any such proof and acknowledges that non-defaulting Party would not have an adequate remedy at law for such default; and any other remedy which the non-defaulting Party may now have or hereafter have in equity. In no case shall Clear Channel be entitled to business damages, lost profits or consequential damages and all such claims, causes of action and rights as hereby waived. The City reserves all rights to enforce the terms hereof either by judicial action or code enforcement action or both. In addition to the foregoing, if the default claimed by the City is based on Section 4(B), the City shall have the remedy for damages in the amount of the late unpaid Annual Payment causing the default, plus late charges and interest, as described in Section 4(B).

11. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default hereunder except as limited herein. If any term or provision of this Agreement or the application thereof to any person or circumstance is declared invalid or unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected thereby and shall, with the remainder of

this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid and/or unenforceable, resulting in the forced removal of any of the Replacement Sign, the parties shall be released from any further obligations hereunder.

12. Controlling Law and Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue.

13. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

14. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

15. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. This Agreement shall not run with the land.

16. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

17. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and Clear Channel, and this Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one party but, rather, by all equally. This Agreement shall be construed in a manner consistent with City Code Chapter 102, as amended by Ordinance 2017/027 and Resolution No. 2017/160.

18. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Agreement in any third party.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall

be deemed an original but all of which shall constitute a single instrument.

20. Term. The parties hereby expressly agree that the term of this Agreement shall be thirty (30) years, with option to renew for thirty (30) years at mutually agreeable terms, subject to any termination rights contained herein and subject to evidence that Clear Channel has a lease agreement with the owner of the Replacement Sign location at all times during the Term. At the end of the Term, this Agreement, which constitutes the primary approval for such Replacement Sign, shall also terminate, and Clear Channel shall remove the Replacement Sign, all debris at the site and fill any holes back to grade.

21. Prohibited Advertising Displays. Clear Channel represents and warrants that the content of any advertising copy of other material installed on the Replacement Sign shall comply with all applicable laws. Further, Clear Channel shall not display on the Replacement Sign, , or any other signs owned, operated or managed by Clear Channel within the City, any advertising copy or other material advertising adult entertainment (e.g. topless clubs, adult bookstores, sexually graphic materials or X-rated movies) (all such advertising in this sentence, "Restricted Advertising"). In the event Clear Channel inadvertently places such Restricted Advertising on the Replacement Sign, or on any other sign owned, operated or managed by Clear Channel in the City, Clear Channel will remove such copy within twenty-four (24) hours of receipt of written notice from the City in the case of a digital sign, and within seventy-two (72) hours of written notice from the City in the case of a non-digital sign.

22. Indemnity and Hold Harmless. This Agreement contemplates the removal of the Existing Signs in accordance with the terms and conditions set forth in this Agreement. It is recognized that Clear Channel has lease agreements with property owners (the "Landlords") relating to such existing signs that Clear Channel is voluntarily obligating itself to remove under the terms of this Agreement. Consequently, Clear Channel agrees to indemnify the City from any lawsuit by a Landlord and shall defend with counsel designated by Clear Channel and reasonably acceptable to the City and hold the City harmless against any claim asserted by a Landlord arising from the removal of an Existing Sign that is removed after the date of this Agreement. In the event of litigation or an administrative proceeding concerning the validity or enforceability of this Agreement or the City Commission approval of same, Clear Channel shall defend the City in any such litigation with counsel designated by Clear Channel and reasonably acceptable to the City and shall seek to uphold the terms and conditions of this Agreement.

Further, Clear Channel shall defend, indemnify and hold the City harmless from any challenges to the validity or enforceability of this Agreement and may not settle any such matter without the City's consent, which may be withheld if the settlement requires the City to pay any money or forego enforcement of the City Code. Clear Channel shall also defend, indemnify and hold the City harmless from all other claims, causes of action, judgments, penalties, or other liability of any nature related to this Agreement. Nothing herein shall be deemed a waiver of the City's sovereign immunity.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

RELOCATION AND RECONSTRUCTION AGREEMENT

IN WITNESS WHEREOF, the City and Clear Channel have executed or caused their duly authorized representatives to execute this Agreement.

Mayor

Dated: _____, 2021

Attest:

Approved as to legal form:

City Clerk

City Attorney

Dated: Dated: _____, 2022

Dated: _____, 2022

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing was acknowledged before me this _____ day of _____, 2022 by: _____ as _____ of THE CITY OF DEERFIELD BEACH, on behalf of the City. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of

Printed Name of Notary

My commission expires:

RELOCATION AND RECONSTRUCTION AGREEMENT

**Signed, sealed and delivered
In our presence as witnesses:**

CLEAR CHANNEL OUTDOOR, LLC

Signature

By: _____
JASPER JOHNSON
President, S. FL Division

Printed Name

Dated: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this _____ day of _____, 2022 by: _____ as _____ of Clear Channel Outdoor. He/She [] is personally known to me or [] produced _____ as identification.

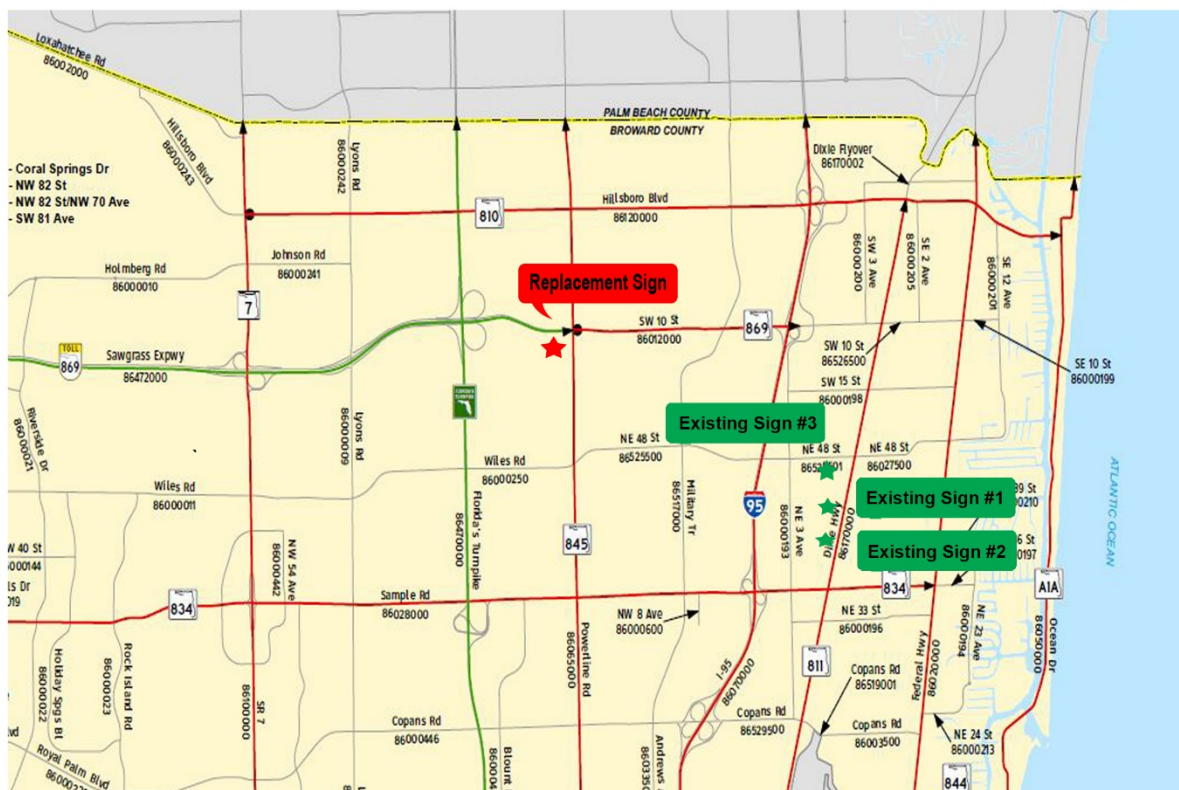
Notary Public, State of

Printed Name of Notary

My commission expires:

Exhibit#: _____

Relocation and Reconstruction Agreement Billboard Map



Existing Signs to be removed - Green

#1: Folio#: 484213070030
 #2: Folio#: 484213010140
 #3: Folio#: 484213210010 [w] /
 in conjunction with (e) 4842213300020

4381 N. Dixie Highway
 4201 N. Dixie Highway
 910 NE 48th Street
 4701 N. Dixie Hwy

Replacement Sign - Red

Folio#: 484209020010

3652 SW 10th Street
 aka: Sawgrass Expressway

3652 SW 10th Street, Deerfield Beach
aka: Sawgrass Expwy SS 600F WO Powerline Rd

The image contains two architectural drawings of a sign structure, labeled 14 and 20.

Drawing 14: Front Elevation
 This drawing shows the front elevation of the sign structure. It features a large rectangular sign panel with a grid of horizontal and vertical lines. The panel is supported by a metal frame. Below the panel, there is a section labeled "Signage" which includes a "Signage" label and a "Signage" label. The drawing also shows a "Signage" label and a "Signage" label. The drawing is labeled "14" in the top right corner.

Drawing 20: Plan View
 This drawing shows the plan view of the sign structure. It features a large rectangular sign panel with a grid of horizontal and vertical lines. The panel is supported by a metal frame. Below the panel, there is a section labeled "Signage" which includes a "Signage" label and a "Signage" label. The drawing also shows a "Signage" label and a "Signage" label. The drawing is labeled "20" in the bottom right corner.

Page 347 of 371

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

575-070-04
 RIGHT OF WAY
 OGC – 07/18

[A] APPLICANT INFORMATION: (If you currently hold a State of Florida outdoor advertising license or permits, please enter the name, address and account number on file with the Department.) **PLEASE TYPE OR FILL OUT IN INK. APPLICATIONS SUBMITTED IN PENCIL WILL BE RETURNED. For assistance in completing this form, please call (850) 414-4569. THE DEPARTMENT WILL NOT MAKE CHANGES OR CORRECTIONS TO THIS FORM.**
PLEASE NOTE: If you do not currently hold an Outdoor Advertising License, it may be necessary for you to obtain one before a permit can be issued. All corrections must be initialed by the applicant, failure to do so will result in denial.

1. Name of Applicant or Company: Clear Channel Otdr - S Florida Div
2. FDOT Account Number: 50339 (If new account, leave blank. The Department will assign an Account Number)
3. Address of record: 5800 NW 77th Court
 City: Miami State: FL Zip Code: 33166 E-Mail: greghibbs@clearchannel.com
4. Mailing address for permit tag (if different from above): _____
5. Telephone #: 305-714-3543 Fax#: 305-714-3480

[B] SIGN LOCATION INFORMATION:

6. County: Broward 7. Within incorporated area? ☒ Yes ☐ No. If "yes," name of municipality: City of Deerfield Beach
8. Property Tax ID#: 4842 09 02 0010 Do you ☐ own or ☒ lease site? If lease, land owner: Anglo American, LLC
9. Location is on: US Route#: _____ State Road#: 869 Local Name/Number: Sawgrass Expressway
495 ☐ miles ☒ feet ☐ N ☐ E ☐ S ☒ W of St Rd 845 aka Powerline Road (nearest intersection),
 on the ☐ N ☐ E ☒ S ☐ W side of the roadway, facing ☐ N ☒ E ☐ S ☐ W
10. Sign Location Address (if available): 3652 SW 10th Street, Deerfield Beach, FL 33442
11. Distance of closest part of sign to state right of way: +20 feet feet
12. Method of marking sign location: ☒ Stake/flag ☐ Other (please describe): Wood Stake with White Top

[C] SIGN DESCRIPTION:

13. Sign is: ☐ Existing ☒ Proposed 14. Facing height (in feet): 14 Facing width (in feet): 48 Total Sq.Ft. 672
15. Changeable facing? ☒ Yes ☐ No If "yes," describe: Digital Changeable Message
16. Configuration of sign: ☐ Single facing (only one side) ☒ Multiple facings (a separate application is required for each facing)
17. Sign structure height: 65 feet above crown of right of way 18. Will sign be externally lighted? ☐ Yes ☒ No

[D] ADDITIONAL INFORMATION

19. Is this an application submitted as the result of a Department transportation project? ☐ Yes ☒ No If "yes," no permit fees need to be submitted.
 If yes, tag number(s) for sign to be affected: _____
20. Will cutting, trimming or removal of vegetation from State right of way to be required to create a viewing zone for this sign? ☐ Yes ☒ No
 If the answer is "Yes," an Application to Permit Vegetation Management at Outdoor Advertising Sign, Form 650-050-06 must be approved by the Department and the permits for two approximate comparable size nonconforming signs cancelled. The cancellation form(s) for the nonconforming permits surrendered for vegetation management MUST be submitted with the Application to Permit Vegetation Management at Outdoor Advertising Sign.
 Tag numbers of nonconforming permits to be affected: _____
21. Is an existing permit being cancelled as a condition of issuance of this permit OTHER than for 19. or 20., above? ☐ Yes ☒ No
 If yes, tag number(s) of permit(s) to be cancelled: _____

NOTE: IF A PERMIT IS BEING CANCELLED FOR ISSUANCE OF A NEW PERMIT, SUBMIT THE CANCELLATION CERTIFICATION WITH THIS PERMIT APPLICATION. FOR 19 & 21 ABOVE, THE EXISTING PERMIT WILL NOT BE CANCELLED UNLESS THE NEW PERMIT IS APPROVED.

22. Is application being submitted as the result of a Notice of Violation or Jurisdictional Change of Road? ☐ Yes ☒ No If yes, Notice Number: _____

[E] CERTIFICATION

I, Greg Hibbs, hereby certify that the information given and the statements made in this application are true and that I have received, in writing, permission from the landowner or other person in lawful possession of the site to erect an outdoor advertising sign at the location designated in this application.

I understand that if a building permit is submitted in lieu of local government permission sign-off on this application, I am certifying that the local government has approved the placement of the proposed sign designated in this application, or in the case of an existing sign designated in this application, that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

I understand that submission of false or misleading information of material consequence on this application or attachments thereto, or any other violation of Chapter 479, F.S., or Chapter 14-10, F.A.C., unless corrected within 30 days of notification by the Department, will result in revocation of this permit.

I understand, pursuant to s. 479.106(5), F.S., that the Department shall not issue a permit for the cutting, trimming, or removal of trees or vegetation planted within the state right of way as part of a beautification project approved prior to the submission date of this application. I understand, pursuant to s. 14-10.057(1)(e)10., F.A.C., that a beautification project is approved when it is specifically identified in the Department's five-year work program, is a permitted landscape project, is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

I understand that the established view zone as defined in s. 479.106(6), F.S. will automatically be assigned as a result of this application being approved. Pursuant to s. 479.106(6), F.S., a view zone other than what is provided must be established by agreement with the Department's District Maintenance Engineer or Designee in the appropriate District Office.

I further understand that the metal permit tag issued as a result of this application being approved must be posted at the sign site designated in this application within 30 days of issuance. A completed sign, including the posting of a message, must be built within 270 days of permit issuance or the permit will become VOID.

Signature of Applicant Greg Hibbs Real Estate Representative _____ Date / / 2020
 Position in Company, if applicable _____

Applications are deemed Incomplete if [A]-[E] above are not completely filled in and the following required attachments are not submitted with the application (see instructions): Landowner authorization; Location Sketch; Local Government Zoning/Land Use verification; Local Government building permit (or equivalent); photograph of site showing markings (per [B]12) and surrounding area; Application fee.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

[A] APPLICANT INFORMATION: (If you currently hold a State of Florida outdoor advertising license or permits, please enter the name, address and account number on file with the Department.) **PLEASE TYPE OR FILL OUT IN INK. APPLICATIONS SUBMITTED IN PENCIL WILL BE RETURNED. For assistance in completing this form, please call (850) 414-4569. THE DEPARTMENT WILL NOT MAKE CHANGES OR CORRECTIONS TO THIS FORM.**
PLEASE NOTE: If you do not currently hold an Outdoor Advertising License, it may be necessary for you to obtain one before a permit can be issued. All corrections must be initialed by the applicant, failure to do so will result in denial.

1. Name of Applicant or Company: Clear Channel Otdr - S FL Div
2. FDOT Account Number: 50339 (If new account, leave blank. The Department will assign an Account Number)
3. Address of record: 5800 NW 77th Court
 City: Miami State: FL Zip Code: 33166 E-Mail: greghibbs@clearchannel.com
4. Mailing address for permit tag (if different from above): _____
5. Telephone #: 305-714-3543 Fax#: 305-714-3480

[B] SIGN LOCATION INFORMATION:

6. County: Broward 7. Within incorporated area? ☒ Yes ☐ No. If "yes," name of municipality: City of Deerfield Beach
8. Property Tax ID#: 4842 09 02 0010 Do you ☐ own or ☒ lease site? If lease, land owner: Anglo American LLC
9. Location is on: US Route#: _____ State Road#: 869 Local Name/Number: Sawgrass Expressway
495 ☐ miles ☒ feet ☐ N ☐ E ☐ S ☒ W of St Rd 845 / Powerline Road (nearest intersection),
 on the ☐ N ☐ E ☒ S ☐ W side of the roadway, facing ☐ N ☐ E ☐ S ☒ W
10. Sign Location Address (if available): 3652 SW 10th Street, Deerfield Beach, FL 33442
11. Distance of closest part of sign to state right of way: +20 feet
12. Method of marking sign location: ☒ Stake/flag ☐ Other (please describe): Wood stake with a White Top

[C] SIGN DESCRIPTION:

13. Sign is: ☐ Existing ☒ Proposed 14. Facing height (in feet): 14 Facing width (in feet): 48 Total Sq.Ft. 672
15. Changeable facing? ☒ Yes ☐ No If "yes," describe: Digital Changeable Message
16. Configuration of sign: ☐ Single facing (only one side) ☒ Multiple facings (a separate application is required for each facing)
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20. Will cutting, trimming or removal of vegetation from State right of way to be required to create a viewing zone for this sign? ☐ Yes ☒ No
 If the answer is "Yes," an Application to Permit Vegetation Management at Outdoor Advertising Sign, Form 650-050-06 must be approved by the Department and the permits for two approximate comparable size nonconforming signs cancelled. The cancellation form(s) for the nonconforming permits surrendered for vegetation management MUST be submitted with the Application to Permit Vegetation Management at Outdoor Advertising Sign.
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21. Is an existing permit being cancelled as a condition of issuance of this permit OTHER than for 19. or 20., above? ☐ Yes ☒ No
 If yes, tag number(s) of permit(s) to be cancelled: _____

NOTE: IF A PERMIT IS BEING CANCELLED FOR ISSUANCE OF A NEW PERMIT, SUBMIT THE CANCELLATION CERTIFICATION WITH THIS PERMIT APPLICATION. FOR 19 & 21 ABOVE, THE EXISTING PERMIT WILL NOT BE CANCELLED UNLESS THE NEW PERMIT IS APPROVED.

22. Is application being submitted as the result of a Notice of Violation or Jurisdictional Change of Road? ☐ Yes ☒ No If yes, Notice Number: _____

[E] CERTIFICATION

I, Greg Hibbs, herby certify that the information given and the statements made in this application are true and that I have received, in writing, permission from the landowner or other person in lawful possession of the site to erect an outdoor advertising sign at the location designated in this application.

I understand that if a building permit is submitted in lieu of local government permission sign-off on this application, I am certifying that the local government has approved the placement of the proposed sign designated in this application, or in the case of an existing sign designated in this application, that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

I understand that submission of false or misleading information of material consequence on this application or attachments thereto, or any other violation of Chapter 479, F.S., or Chapter 14-10, F.A.C., unless corrected within 30 days of notification by the Department, will result in revocation of this permit.

I understand, pursuant to s. 479.106(5), F.S., that the Department shall not issue a permit for the cutting, trimming, or removal of trees or vegetation planted within the state right of way as part of a beautification project approved prior to the submission date of this application. I understand, pursuant to s. 14-10.057(1)(e)10., F.A.C., that a beautification project is approved when it is specifically identified in the Department's five-year work program, is a permitted landscape project, is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

I understand that the established view zone as defined in s. 479.106(6), F.S. will automatically be assigned as a result of this application being approved. Pursuant to s. 479.106(6), F.S., a view zone other than what is provided must be established by agreement with the Department's District Maintenance Engineer or Designee in the appropriate District Office.

I further understand that the metal permit tag issued as a result of this application being approved must be posted at the sign site designated in this application within 30 days of issuance. A completed sign, including the posting of a message, must be built within 270 days of permit issuance or the permit will become VOID.

Signature of Applicant Greg Hibbs Real Estate Representative _____ Date: _____/_____/2021
 Position in Company, if applicable

Applications are deemed Incomplete if [A]-[E] above are not completely filled in and the following required attachments are not submitted with the application (see instructions): Landowner authorization; Location Sketch; Local Government Zoning/Land Use verification; Local Government building permit (or equivalent); photograph of site showing markings (per [B]12) and surrounding area; Application fee.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Clear Channel Otdr - S FL Div
 Sign is: ☐ existing ☒ proposed
 County: Broward Municipality, if applicable: City of Deerfield Beach
 Highway Name & Number: St Rd 869 aka Sawgrass Expressway
 Sign location description: St Rd 869 aka Sawgrass Expressway SS 495 feet WO St Rd 845 aka Powerline Road
 Property Tax ID#: 4842 09 02 0010

DETERMINATION OF LAND USE

To be completed by appropriate zoning official:

Designation of parcel on the Future Land Use Map: _____
 Current zoning of parcel (from Land Development Regulations): _____
 Does the referenced property qualify as a commercial or industrial parcel as defined in section 479.024, F.S. and section 14-10.0052, F.A.C: ☐ Yes ☐ No
 Provide the specific website page where electronic copies of the documents referencing the future land use designation listed above: http:// _____
 Provide the specific website page where electronic copies of the documents referencing the current zoning designation listed above: http:// _____
 Is location within city limits: ☐ Yes ☐ No If yes, name of city: _____
 Please provide the name and telephone number of the person the Department may contact if additional information is required:
 Name: _____ Telephone #: _____
 I certify that the above information reflects the designation of the parcel as it is shown on the current comprehensive plan adopted pursuant to chapter 163, Florida Statutes, and that I am authorized to sign this form on behalf of the county/municipality named above:

 Signature of Local Government Official Date

 Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR OUTDOOR ADVERTISING PERMIT

RE: Application for outdoor advertising sign permit

To be completed by applicant:

Name of Applicant or Company: Clear Channel Otdr - S FL Div

Sign is: ☐ existing ☒ proposed

County: Broward Municipality, if applicable: City of Deerfield Beach

Highway Name & Number: St Rd 869 aka Sawgrass Expressway

Sign location description: St Rd 869 aka Sawgrass Expressway SS 495 feet WO St Rd 845 aka Powerline Road

Property Tax ID#: _____

Is this sign site intended to be qualified under reduced spacing as authorized by Section 479.07(9)(c), Florida Statutes?

☐ Yes ☒ No

If Yes, you must submit the following documents with this application package:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign on an interstate highway in exchange for the removal of an existing sign or signs; and

(b) A copy of the agreement between the Applicant and the local government identifying the sign(s) to be removed and approving the location that is the subject of this application.

LOCAL GOVERNMENT PERMISSION

Local Government Permission: Please complete the items below. You may submit another form of written statement indicating that the sign complies with all local governmental requirements. For a proposed sign location, a copy of the building permit issued by the local government may be submitted.

The outdoor advertising sign identified in this application:

- ☐ Is in compliance with all duly adopted local ordinances and has been or will be issued the necessary permits.
- ☐ Is not in compliance with local ordinances, but is legally existing as a non-conforming sign.
- ☐ Is not in compliance with local ordinances and is/would be considered to be an illegally maintained structure.

I certify that I represent the governmental entity within whose jurisdiction the sign described herein is located and that the determination reflected in this section is made under my delegated authority.

 Signature of Local Government Official Date

 Printed Name and Title

NOTE: Form must be completed not more than six (6) months prior to receipt of the completed outdoor advertising permit application by the Department.

APPLICATION FOR OUTDOOR ADVERTISING SIGN PERMIT**INSTRUCTIONS FOR COMPLETING**

All items on **Page 1, Parts [A] through [E]** must be filled in and **all required attachments submitted**. Applications must be typed or filled out in ink. Applications filled out in pencil will be returned. Only completed applications will be reviewed; incomplete applications will be returned to the applicant. THE DEPARTMENT WILL NOT MAKE ANY CHANGES OR CORRECTIONS TO THIS FORM. Each sign facing (side of sign) requires separate permitting; each permit requires a separate application. A permit is valid only for the location specified on the application form. **For assistance, call (850) 414-4569.**

Prohibited signs – Before making application for an outdoor advertising sign permit, check Chapter 479, Florida Statutes, and Administrative Rule Chapter 14-10, to ensure sign meets all requirements. Any sign not complying with the law will not be permitted. Furthermore, Department of Transportation approval is subject to compliance with all applicable local governmental regulations.

PART [A] Applicant Information

1. **Name of Applicant or Company:** Person or business entity in whose name the permit will be listed. This will be the name used by the Department for all billing notices, violation notices, and any correspondence from the Department to you. If you already have an outdoor advertising account with the Department, use the name currently on file (account Name of Record).
2. **FDOT Account Number:** All persons/business entities which currently hold a DOT outdoor advertising license or permit have been assigned an account number. If you are a new account (i.e., you do not have a current Outdoor Advertising License or permit(s) with the Department) leave this item blank. An Account Number will be assigned to you.
3. **Email and Mailing Address of Record:** These will be the addresses used by the Department for all billing notices, violation notices, and any correspondence from the Department to you. The mailing address will be used in instances where email is unsuccessful. [For existing accounts, this address must be the same as the address currently on file with the Department or the application will be returned for correction.]
4. **Mailing address for permit tag:** Permit tag will be mailed to the address of record (3, above) unless this item is completed.
5. Enter **Telephone#**, and **Fax#**, as applicable.

PART [B] Sign Location Information

6. **County:** The county in which the sign will be located.
7. **Within incorporated area?:** Indicate whether location is within an incorporated are. If "Yes," indicate municipality.
8. **Property Tax ID#:** The parcel identification number of the land on which the sign is or will be located. This information may be obtained from the county Property Appraiser's office. Indicate whether you are the property owner or if you lease this site. If lease, enter the name of the property owner.
9. **Location:** Indicate the state road number of the roadway you wish to permit the sign to. If there is a US route number or a local name, enter that information also. The location description should follow this format: located on US001 (US Route#), SR002 (State Road#), Palm St. (local street name of number sign is or will be located on), 200 □ miles feet x [North] (designated direction of travel – N.E.S.W.) of Main Avenue (Nearest intersection). Sign will be on the x [East] side of the highway, facing x [South]. The designated direction of travel (N,E,S, or W) from the nearest intersection must be given in relation to the designated direction of travel of the route on which the sign will be located (i.e., North-South for odd numbered routes, East-West for even numbered routes). The side of road (N,E,S, or W) is given in relation to the direction of travel. The direction the sign will face is the principal direction (N,E,S, or W) of the sign facing in relation to the direction of travel of the route. The required location sketch MUST show the roadway the sign will be on, the distance and direction from the nearest intersection(s), and any other identifiable characteristics or landmarks which will assist the Department in properly identifying the sign location (see b., under REQUIRED ATTACHMENTS).
10. **Sign Location Address:** Enter the street address of the sign location, if available.
11. **Distance of closest part of sign to edge of right of way:** Give the distance (to the nearest whole foot) from the edge of state right of way to the portion of the sign closest to the road.
12. **Method for marking location:** To ensure that the location inspected is that specified in the application, you must mark the proposed sign location with easily visible markings. Identify the markings used. The markings must be in place prior to submission of the application and remain in place 30 days after the Department's receipt of the application.

PART [C] Sign Description

13. **Sign is existing/proposed:** Indicate whether the sign has been erected or proposed to be erected.
14. **Facing height, width and total square feet:** These measurements are taken to the nearest whole foot and include border, trim, and all embellishments. Total square feet: height times the width. Sign facing refers to the portion of the sign on which the advertising copy is displayed.
15. **Changeable facing:** This refers to a sign facing where the advertising copy changes, either mechanically or electronically. Examples of changeable facings are tri-panels, which rotate, or LED displays.
16. **Configuration of sign:** Indicate whether the completed sign will have either one facing or two. A facing is a side of the sign, or the direction a sign faces. If you are applying for a sign with two sides (facings), you need to submit an application for each side.
17. **Sign structure height:** This measurement is (to the nearest whole foot) the total vertical distance from the elevation of the crown of the road to the top of the highest sign face, including any border or trim, but excluding embellishments.

APPLICATION FOR OUTDOOR ADVERTISING SIGN PERMIT

18. Will the sign be lighted externally? Indicate whether lighting that is not incorporated into the sign facing will be used.

PART [D] Additional Information

19. Is this an application submitted as the result of a Departmental transportation project?: Indicate whether the application is being submitted due to a Department eminent domain proceeding. List the permit tag numbers of the permits being cancelled. Permit fees do not need to be included with an application submitted as a result of a Department project.

20. Do you intend to cut, trim or remove existing vegetation from state right of way to improve the visibility of the sign? If “yes,” you must obtain a vegetation management permit from the Department before the sign permit application can be approved. Enter the permit tag numbers of the two nonconforming signs to be cancelled.

21. Is an existing permit being cancelled as a condition of issuance of this permit other than for #19 OR #20?: If “yes,” enter permit number(s) of permit(s) to be cancelled.

22. Is application being submitted as a result of a Notice of Violation or Notice of Jurisdictional Change of Road?: If you have received a Notice for an unpermitted sign at this location, you should answer “yes” to this question, and enter the Notice number.

IF EXISTING, VALID PERMITS ARE BEING CANCELLED AS A CONDITION FOR THE ISSUANCE OF A NEW PERMIT, THE CANCELLATION CERTIFICATION MUST BE SUBMITTED WITH THIS PERMIT APPLICATION.

PART [E]: This portion of the application must be signed by the applicant.

REQUIRED ATTACHMENTS: This application for an outdoor advertising sign permit will be returned to you as Incomplete if Parts [A] through [E] of the application are not completely filled in or if any of the following attachments are not submitted:

- A signed statement by the owner or other person in lawful control of the proposed sign site authorizing placement of the sign at that location. If you have indicated that you are the landowner ([B]8), you do not need to submit this authorization.
- A sketch of the proposed sign location showing, at a minimum, the roadway the sign will be permitted to, and the distance and direction from the nearest intersection(s). Include any additional information which may make the site easier to locate, e.g., local roads, landmarks, businesses, distance from other permitted signs, driveways, etc.
- A statement from the appropriate local government official identifying the land use designation on both the Future Land Use Map and the current Land Development Regulations of the parcel on which the sign is or will be located. This statement must include whether the location designated in this application qualifies as a commercial or industrial parcel. The name of the appropriate official whom the Department may contact with any questions must also be supplied. You may use Page 2 of this application or any other form of written statement from the appropriate local governmental official provided all required information is supplied.
- Verification that a building permit has or will be issued for a new sign, or that the existing sign complies with all local government regulations as either a conforming or nonconforming structure. You may use Page 2 of this application or any other form of written statement from the appropriate local governmental official provided all required information is supplied.
- A photograph of the proposed sign site showing the location markings and the surrounding vegetation; and
- The correct permit fee.

PERMIT FEES:

- THE PERMIT FEE IS \$71.00. EACH SIGN FACING REQUIRES A SEPARATE APPLICATION. FOR APPLICATIONS SUBMITTED AS A RESULT OF A DEPARTMENT PROJECT, NO PERMIT FEES NEED TO BE SUBMITTED.
- PERMIT FEES FOR THE YEAR IN WHICH APPLICATION IS MADE MAY BE PRORATED BY PAYING ONE-FOURTH OF THE ANNUAL FEE FOR EACH WHOLE OR PARTIAL QUARTER REMAINING IN THAT YEAR. **APPLICATIONS RECEIVED AFTER SEPTEMBER 30 MUST INCLUDE THE FEES FOR THE LAST QUARTER PLUS FEES FOR THE FOLLOWING YEAR. (SEE CHART BELOW.)**

	1st Qtr. Jan. 16 through April 15	2nd Qtr. April 16 through July 15	3rd Qtr. July 16 through September 30	4th Qtr. October 1 through January 15 (includes next year fees)
Prorated permit fees	\$71.00	\$53.25	\$35.50	\$88.75

Payment may be made by personal or business check or money order. Make check or money order payable to the Department of Transportation. Cash or credit cards will not be accepted as payment. It is suggested that you submit separate checks for each permit applied for.

SUBMISSION OF APPLICATION: Submit the application and all required attachments to the Florida Department of Transportation, 605 Suwannee Street, Mail Station 22, Tallahassee, FL 32399-0450.

APPROVAL OF APPLICATION: Every completed application shall be acted on by the Department within 30 days after receipt by the Department. Upon approval of the application, a copy of the permit and the permit tag will be mailed to the applicant. If not approved, the Outdoor Advertising Office will notify the applicant, in writing, stating the reason(s) for the denial.

PERMIT TAGS: Upon approval of the application for a sign permit, the applicant will be furnished a serially numbered permanent metal permit tag, which must be displayed at the permitted location at all times until returned to the Department for cancellation. **THE PERMIT TAG MUST BE POSTED AT THE SIGN LOCATION WITHIN 30 DAYS OF ISSUANCE BY THE DEPARTMENT. A COMPLETED SIGN MUST BE ERECTED WITHIN 270 DAYS FROM THE DATE OF PERMIT ISSUANCE OR THE PERMIT WILL BECOME VOID BY ACTION OF LAW. A PERMITTEE WHO HAS NOT POSTED THE PERMIT TAG AT THE LOCATION WITHIN THE PRESCRIBED 30 DAYS MUST APPLY TO THE DEPARTMENT FOR A NEW PERMIT TAG. A PERMITTEE WHO HAS NOT ERECTED A COMPLETE SIGN, INCLUDING DISPLAYING A MESSAGE, WITHIN THE PRESCRIBED 270 DAYS MAY NOT SUBMIT ANOTHER APPLICATION FOR THAT SIGN SITE FOR AN ADDITIONAL 270 DAYS FROM THE DATE THE PERMIT IS DECLARED VOID.**

14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance.

(1) Applications. An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 6/15, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05475> to the address listed in paragraph 14-10.0011(2)(a), F.A.C. Each application for a sign permit shall meet the requirements of Chapter 479, F.S., this rule chapter, and the 1972 Federal-State Agreement, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05479>. In the event of a conflict between a provision in the 1972 Federal-State Agreement and a provision of Chapter 479, F.S., the more restrictive provision shall apply.

(a) A separate application is required for each sign permit requested (i.e. a back to back sign will require two applications). Separate payment for each application is recommended to avoid denial of multiple applications should one application be denied.

(b) Prior to issuing a sign permit, the Department will inspect the proposed sign site for compliance with Chapter 479, F.S., and this rule chapter. To ensure that the site being inspected is the same site specified in the application, the applicant shall mark the proposed site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed upon submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on sign permit applications in order of the date and time of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fees have been submitted. All information provided on the application must be certified as being true and correct. Information required on the application from the local zoning official providing allowable land use and local government approval, must be current as of the date the complete application is received by the Department and the applicant must demonstrate that the conditions are still in effect.

2. Applications submitted with payment that will become void within 30 days from the Department receipt will be returned as incomplete.

3. Applications containing incorrect information will be denied.

4. Incomplete sign permit applications will be returned to the applicant along with any sign permit fees submitted with the application.

5. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

6. Pursuant to Section 479.07(3)(b), F.S., the written statement from the landowner must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee, or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

- a. Identify the property on which the sign is to be located;
- b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;
- c. Grant the permission to or on behalf of the applicant; and,
- d. Authorize placement of the sign on the subject property.

(2) Application status. Complete applications will be either approved or denied within 30 calendar days of receipt by the Department unless an earlier application for that site or a competing site is under review, the applicant is seeking a vegetation management permit, or removal of a conflicting sign is pending.

(a) A denied application will remain in a pending status until the time to request an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., has elapsed. If a hearing is requested, the application shall remain in a pending status until a final order has been issued and the time to request an appeal of the order has elapsed. If an appeal is taken, the application will remain in a pending status until the mandate is issued by the appellate court. Subsequent applications for conflicting sites shall be held without action until the pending status of the earlier application is resolved.

(b) If an application is approved, all subsequently received applications for conflicting sites shall be denied.

(c) When a permit application is received for a new sign site where vegetation management is required pursuant to Section 479.106, F.S., the permit will not be issued until the applicant has been issued a vegetation management permit by the Department in accordance with Rule 14-10.057, F.A.C. A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation as required by Rule 14-10.057, F.A.C., and Section 479.106(7), F.S., respectively, have been collected and the applicant has surrendered two nonconforming signs in accordance with Section 479.106(5), F.S.

(d) Applications for sign permits at locations which conflict with spacing requirements relating to the location of an expired or canceled sign permit will not be processed until the sign for which the expired or canceled permit was issued is removed, except for a sign permit being canceled as a condition for issuance of a new sign permit.

(3) Reduced Spacing on Interstates. For applications to be considered for a sign with between 1,000 feet and 1,500 feet of spacing from the nearest outdoor advertising sign along an interstate in accordance with Section 479.07(9)(c), F.S., in addition to the requirements of subsection (1) of this section, the applicant must submit:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign along an interstate highway, in exchange for the removal of an existing sign from areas specifically designated by the local government; and,

(b) A copy of the agreement between the local government and the sign owner allowing such removal and replacement.

(4) Size. Each sign facing shall not exceed 30 feet in height. Each sign facing shall not exceed 60 feet in length. Advertising copy shall not exceed 950 square feet for all sign faces. Embellishments shall not extend more than five feet beyond the permanent sign face, and are included in any measurement of the height, width, or area of the sign facing.

(5) Number of Sign Faces. There shall be no more than two faces showing at one time for each sign facing.

(6) Location. Signs shall not be located in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device.

(7) Spacing. The distance between a proposed sign and the nearest permitted sign shall be measured along the edge of pavement of the main-traveled way from the location marked by the applicant to the location of the permitted sign. For signs that are permitted, but not constructed, the milepost location reflected in the permitted sign's application shall be used. Measurement along the edge of pavement shall be from a point perpendicular to a tangent on the edge of the main-traveled way nearest the location of the sign.

(a) For V-type, or back-to-back signs, to be considered one sign for spacing purposes, the sign facings must either be connected by the same sign structure or cross-bracing, or the sign structures must be not more than fifteen feet apart at their nearest point.

(b) Official signs, signs exempt from permitting under Section 479.16, F.S., and structures that are not permitted signs shall not be considered in determining compliance with spacing requirements.

(c) The width of any intersections will be included in the measured distance between signs. This distance is measured in a direct line from the points of intersection of the edges of the main-traveled way.

(d) No sign permit shall be issued for a sign to be located on the interstate highway system, which is outside the boundaries of an incorporated municipality and within 500 feet of an interchange, intersection at grade, or rest area. The distance shall be measured along the interstate in the direction leading away from the interchange, intersection at grade, or rest area beginning at the pavement widening of the exit from the main-traveled way, or at the end of pavement widening of the entrance to the main-traveled way. For the purposed of this subsection, all portions of an interchange between the points of pavement widening of the entrance and exit ramps of the same interchange shall be considered part of that interchange.

(e) When a sign or proposed sign is, or would be located within the controlled area and visible from any portion of the main-traveled way of more than one highway subject to the jurisdiction of the Department, pursuant to Section 479.07(1), F.S., the sign shall meet the permitting requirements of all highways, and

be permitted to the roadway with the stricter controls.

(8) Sign Structure Height. The height of a sign structure shall be measured from the elevation of the crown of the main-traveled way to which the sign is permitted to the top of the highest sign face, excluding embellishments.

(9) Lighting. Signs shall not be illuminated by flashing, intermittent, or moving lights. Signs shall not be illuminated so that it interferes with the effectiveness of or obscures, an official traffic sign, device, or signal.

(10) Changeable messages – Signs may have an automatic changeable facing provided:

(a) The static display time for each message is at least six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds or, if messages are displayed digitally, the message must change instantaneously;

(c) The change of message occurs simultaneously for the entire sign face; and,

(d) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(11) Outside an incorporated area, signs will not be permitted within 100 feet of the property line of a cemetery, public park, public reservation, public playground, or state or national forest. For schools and churches outside an incorporated area, signs will not be permitted within 100 feet of the outer edges of the primary building or primary building complex when the individual units of the complex are connected by covered walkways.

(12) Changes to Roadway Designations.

(a) A sign existing at a location which was not previously subject to the permitting requirements of Chapter 479, F.S., and this rule chapter, but has subsequently become subject to the requirements due to changes in the jurisdictional designation of highways, shall be granted a conforming or non-conforming state permit in accordance with the process outlined below:

1. The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

2. Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

3. When the Department is unable to provide the advance notice referenced in paragraph (a), the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice, that the change in jurisdiction has become effective and to submit an application for a sign permit.

4. The sign owner shall submit a completed application as provided in above subsection (1) together with all items required pursuant to Section 479.07(3)(b), F.S. The written statement required by Section 479.07(3)(b), F.S., shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in the application that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed. If land use information is not provided in accordance with Section 479.024, F.S., but all other permit requirements are met, the Department shall classify the sign as non-conforming upon permit issuance.

(b) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all permittees on the affected roadway informing them their sign is no longer subject to the Department's jurisdiction and their permit will not be renewed.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic highway or byway.

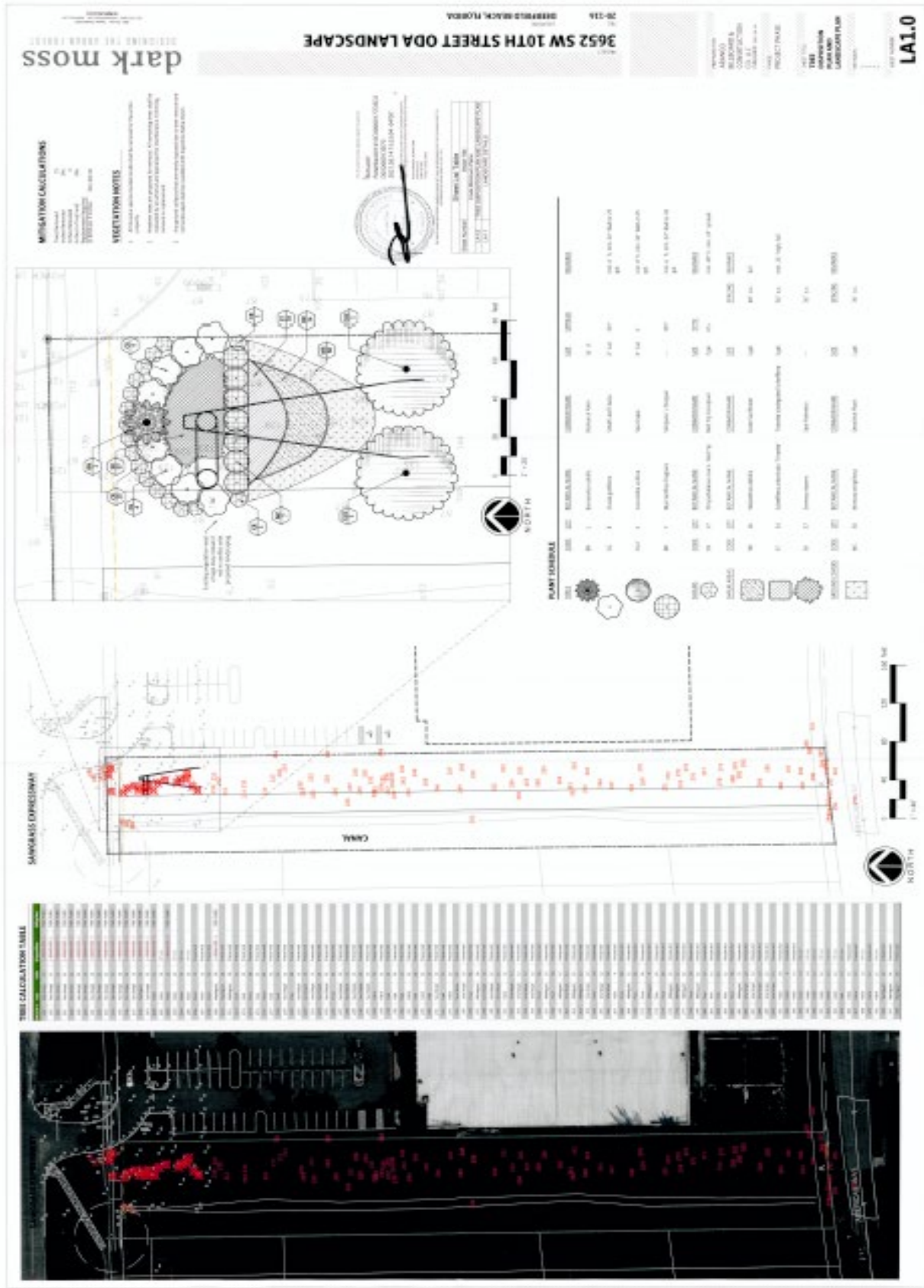
(13) Upon Department verification that an application meets the requirements of Chapter 479, F.S., and this rule chapter, the Department will issue an Outdoor Advertising Permit and a permit tag to the applicant.

(14) Posting of Tags. The permit tag issued by the Department must be posted at the sign site within

30 calendar days of issuing the sign permit and must remain in place at all times, whether or not a sign has been erected, or a previously erected sign has been removed. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 06/15, incorporated herein by reference, at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05477> and shall include a replacement fee of \$12.00 per tag.

(15) Changes made to the Department's inventory, maintained in accordance with Section 479.02(8), F.S., to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 339.05, 479.02, 479.04, 479.07, 479.106(5), 479.11, 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05, 12-31-06, 4-2-09, 10-3-10, 1-7-16.



COMPOSITE
EXHIBIT "D"



December 21st, 2020

City of Deerfield Beach
and / or Florida Department of Transportation

Re: Lease#: 80372
Location: Sawgrass Expwy S/S 600F W/O Powerline Rd
Address: 3652 SW 10th Street, Deerfield Beach, FL 33442
PCN#: 4842 09 02 0010

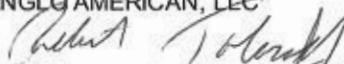
Dear Governmental Agency;

I, ROBERT TODOROFF, as owner of ANGLO AMERICAN, LLC, as the landlord/property owner, hereby grant permission to and authorize Gregory J. Hibbs, a Real Estate Representative for and on the behalf of Clear Channel Outdoor – South Florida Division to be my agent, specifically and limited to the above mentioned proposed outdoor advertising display to be placed on my property. As my agent, he is authorized to apply, govern all decisions for any and all permitting documents, engineering plans, zoning codes and the placement of the outdoor advertising displays in regards to this property.

As the owner of above-mentioned property, I have the authority, legal status and lawful control to enter into a Lease with Clear Channel Outdoor and to execute this permission letter. The title to this property is in the name of ANGLO AMERICAN LLC and I am the sole owner. This letter is to give permission for Clear Channel Outdoor to expedite and receive all necessary permits for this outdoor advertising display from any governmental agency involved and to approve the construction (placement) of the sign on the property.

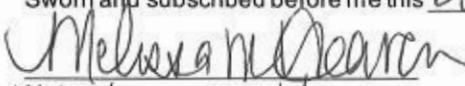
As of above date, I, ROBERT TODOROFF, on behalf of ANGLO AMERICAN, LLC, has reviewed and approves the DARK MOSS – Tree Removal and Mitigation Plan which Clear Channel Outdoor, LLC is submitting to the City of Deerfield Beach, FL. and understands that Clear Channel Outdoor may revise the landscaping permit to screen the monopole at the city's direction.

Sincerely,
ANGLO AMERICAN, LLC


Print Name: ROBERT TODOROFF
Title: owner

State of: New York
County of: ERIC

Sworn and subscribed before me this 22nd day of December A.D. 20 20


Notary
Melissa M Heavern
Print Notary Name:

MELISSA M HEAVERN
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
LIC. #01HE6340348
COMM. EXP. 04/18/ 2024

If you have any questions in regards to this Permission Letter, please feel free to call me at my desk direct line (305) 714-3543.

Sincerely,

Greg Hibbs
Real Estate Representative

CLEAR CHANNEL OUTDOOR
5800 NW 77th Court, Miami, Florida 33166
Telephone: (305) 592-6250 Direct Line#: (305) 714-3543 Fax: (305) 714-3480



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1309

Agenda Date: 6/21/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting an official city flag; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

After several weeks of research and creating multiple renderings, the Public Affairs and Marketing Department individually polled the City Commission for three final draft renderings of a new city flag. This poll revealed that the most popular design was the top choice amongst the City Commission, with three first place votes and two second place votes. The flag design includes the city's color scheme and logo, which are popular and well-liked among residents (according to a survey taken two (2) years ago). Vexillology is the scientific study of history, symbolism, and use of flags.

The North American Vexillological Association (NAVA), is the largest organization of flag enthusiasts and scholars in the world. Per NAVA, there are five principles to designing a city flag, which are as follows:

1. Keep it simple. The flag should be so simple that a child can draw it from memory.
2. Use Meaningful Symbolism. The flag's images, colors, or patterns should relate to what it symbolizes.
3. Use Two or Three Basic Colors. Limit the number of colors on the flag to three (3), which contrast well and come from the standard color set.
4. No Lettering or Seals. Never use writing of any kind or an organizational seal.
5. Be Distinctive or Be Related. Avoid duplicating other flags but use similarities to show connections.

Current Activity

The background color of the flag includes the city's popular color, teal. Teal is a bluish-green color symbolizing calmness, serenity, and strength. The famous buckthorns are easily identifiable and recognized as belonging to the City of Deerfield Beach. The wave that sits over the sand color incorporates the symbolism that we are a beachfront community. The new design is simple and contemporary.

Recommendation

Consideration of adopting a new city flag.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING AN OFFICIAL CITY
FLAG; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach desires to adopt an official City flag; and

WHEREAS, after several weeks of research and creating multiple renderings, the Public Affairs and Marketing Department has submitted a flag design that closely mirrors the City logo and color scheme, which are popular and well-liked among residents; and

WHEREAS, the City Commission finds it to be in the best interest of the City to adopt the flag attached as Exhibit “A,” as the City’s official flag.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby adopts the flag attached as Exhibit “A,” as the City’s official flag.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

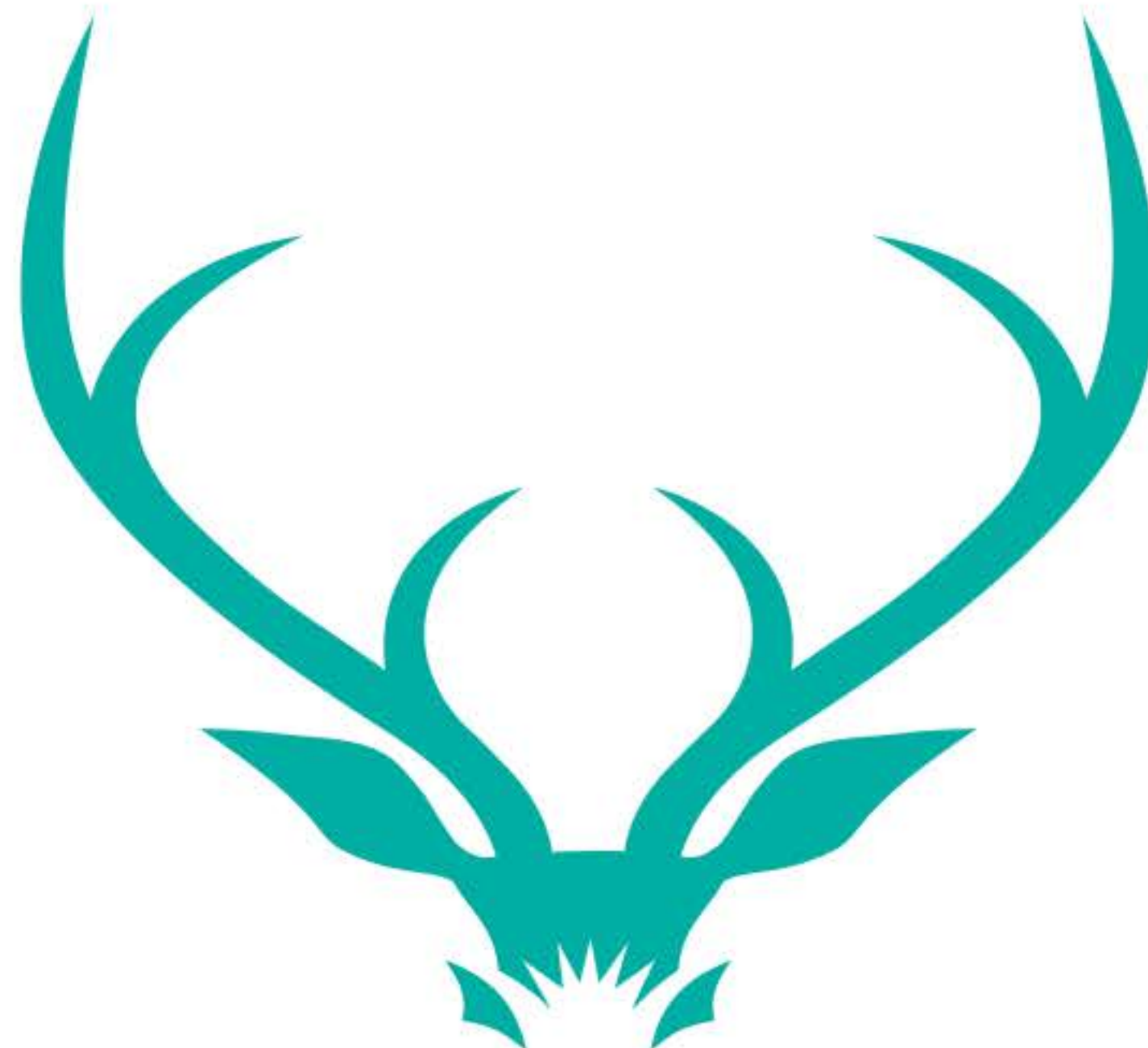
SAMANTHA GILLYARD, CITY CLERK



**FIRST CHOICE
EXHIBIT A**



SECOND CHOICE





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2022-1279

Agenda Date: 6/21/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the installation of an outdoor fitness court with artwork; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$200,000

Background/History

Each year, the National Fitness Campaign (the "NFC") partners with an artist or artist foundation to include murals on 10 courts throughout the country. The City of Deerfield Beach was approached by the NFC to gauge interest in partnering on an outdoor fitness court in a community with health disparity. The City submitted an application to NFC for participation in the 2022 Arts & Culture Series initiative to fund, install, and activate a Jean-Michel Basquiat Fitness Court Program (the "Program"). The City was selected to host art and was awarded a small grant to kick off the fundraising campaign. The original of this particular piece, "Boy and Dog in a Johnnypump" (the "Artwork") sold in 2020 for \$100M. At the time, it was the most expensive piece ever sold at an auction by an American artist. The proposed site for placement of the Artwork is along SW 10th Street, just west of the Reverend Ford dedication garden.

The Artwork is a description of Jean-Michel Basquiat's early life. Having been born and raised in New York, open fire hydrants were a common sight in the summer and he was reminiscing on the good old days. This Artwork showcases his use of graffiti style and, through his use of jagged lines, he was able to produce figures with identifiable key elements. The Artwork is similar to his other work since the skeletal boy's hair which is three-pointed to resemble a crown.

The Program requires the City to provide a local match to promote and implement the Fitness Court and Artwork. The City will seek to secure supplemental funding as needed through community sponsors and local funding sources, which will be made available and committed to this Program to fulfill funding requirements for the requisition of the Fitness Court.

Recommendation

Staff recommends the City Commission support the Program and installation of the Fitness Court and Artwork.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA, SUPPORTING THE
INSTALLATION OF AN OUTDOOR FITNESS COURT WITH
ARTWORK; PROVIDING FOR IMPLEMENTATION AND AN
EFFECTIVE DATE**

WHEREAS, each year, the National Fitness Campaign (the “NFC”) partners with an artist or artist foundation to include murals on 10 courts throughout the country; and

WHEREAS, the City submitted an application to NFC for participation in the 2022 Arts & Culture Series initiative to fund, install, and activate a Jean-Michel Basquiat Fitness Court Program (the “Program”); and

WHEREAS, the City has been selected for participation as one of 10 cities across the country to implement a free-to-the-public outdoor fitness court (the “Fitness Court”) featuring the art piece entitled, “Boy and Dog in a Johnnypump” (the “Artwork”) by Jean-Michel Basquiat; and

WHEREAS, the City was awarded a small grant from the NFC to kick off the fundraising campaign for the installation of the Fitness Court and Artwork; and

WHEREAS, the Program requires the City to provide a local match to promote and implement the Fitness Court and Artwork; and

WHEREAS, the City will seek to secure supplemental funding as needed through community sponsors and local funding sources, which will be made available and committed to this Program to fulfill funding requirements for the requisition of the Fitness Court; and

WHEREAS, the City Commission finds that the Program will encourage healthy lifestyles, highlight the City’s commitment to arts and culture, and earn local and national recognition for the City as a leader in providing access to healthy infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby supports the Program and installation of the Fitness Court and Artwork in the City.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Deerfield Beach, FL Jean-Michel Basquiat/NFC Campaign 2022 Funding Cycle License Program Requirements (L.P.R.)

MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
 - **Requirement A:** Countersigned License Program Requirements Document
 - **Deadline:** As soon as possible
 - **Requirement B:** Resolution of Adoption or Letter of Support
 - **Deadline:** As soon as possible - after next council meeting
- *Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
 - **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
- *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** Jun 30, 2022 - pending sponsorship development

MILESTONE 3 : SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** 1 day to -3 weeks following Milestone 2 Jul 1, 2022 -Jul 15, 2022

MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (cure time of 28 days before Fitness Court® installation)
- **Deadline:** August 2022 or as soon as possible - pending weather

MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC Factory Team EIS recommended, (EIS scope includes art install)
- **Requirement:** Confirm EIS or local contractor timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** September 2022 - pending weather

MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** October 2022 - pending weather

Trent Matthias, Director
National Fitness Campaign

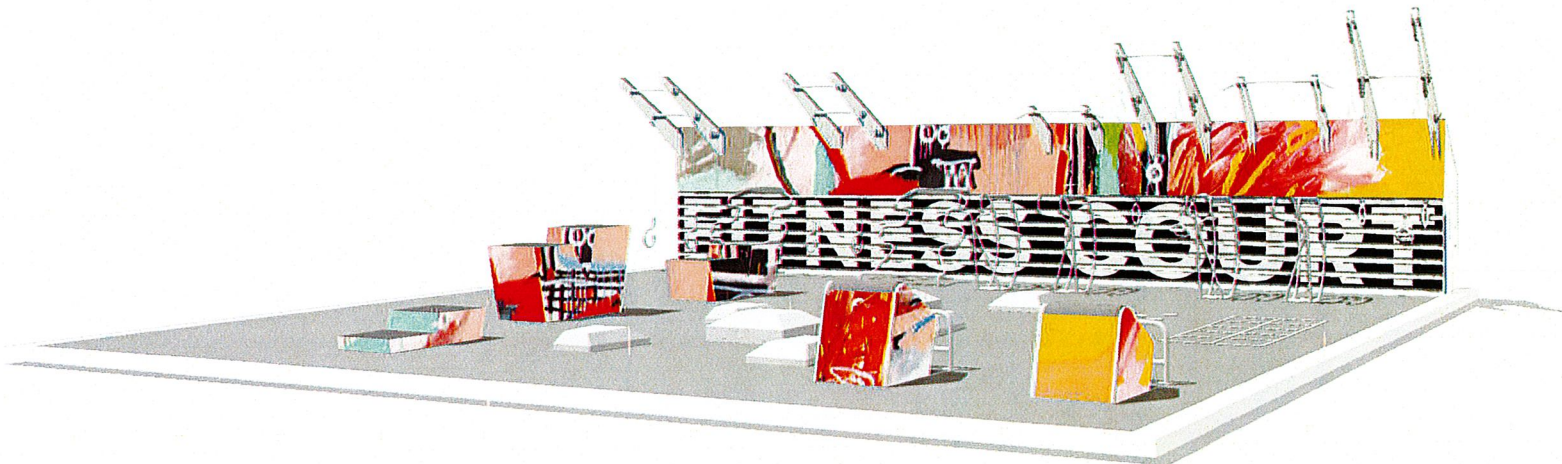
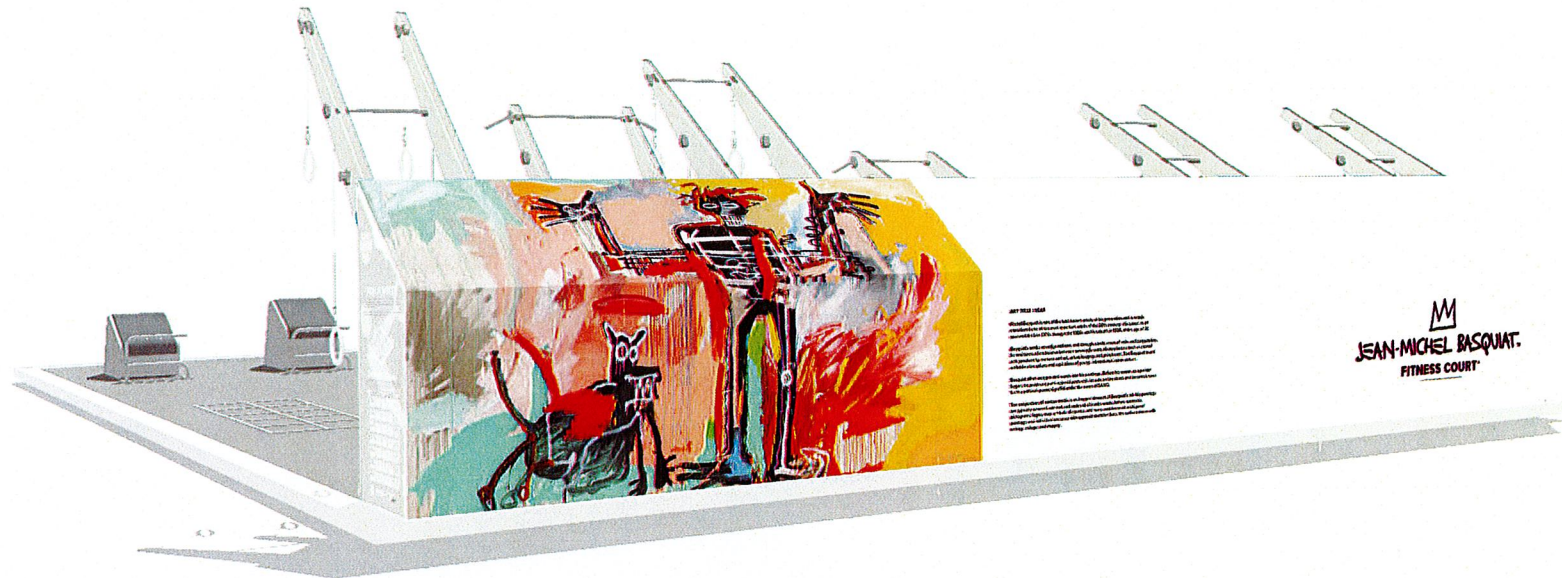
Terry Rynard, Director of Parks and Recreation
Deerfield Beach, FL

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.

Basquiat Rendering: 1982.98.07 - Boy and Dog in Johnnypump

DESIGN TIER Premium Tier Custom Color

RAL 9016 Traffic White



NATIONALFITNESSCAMPAIGN.COM
(415) 702-4919 | PARTNERSHIP@NFCHQ.COM