



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
December 6, 2022
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes

Attachment: October 19, 2022

Police Pension Board Meeting Minutes

Attachment: June 30, 2022

Community Redevelopment Agency Meeting Minutes

Attachment: September 13, 2022

Non-Uniform Pension Board Meeting Minutes

Attachment: August 8, 2022

Hillsboro Inlet District Meeting Minutes

Attachment: October 17, 2022

APPROVAL OF THE AGENDA

December 6, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88574773662?pwd=cWJIM1RQRHhMWIhpS0h1THVsc2JJUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 885 7477 3662#

Participant ID: #

Passcode: 204310#

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. **Certificates of Recognition presented to JM Family, South Florida Audubon Society, and Representative Chip LaMarca for their participation in a Dune Restoration Project.**

Sponsor: Vice Mayor Michael Hudak

2. **Presentation from FAU's Department of Regional and Urban Planning regarding the walkability and bikability near the Tedder and Tallman Pines Communities.**

Sponsor: Department of Planning & Development Services

PUBLIC HEARING

- 3. P.H. 2023-021: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2021-2022 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; 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: FY 21/22 CAPER

PUBLIC HEARINGS – SECOND READING

- 4. P.H. 2023-023: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3C) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Rezoning Application

- 5. P.H. 2023-024: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Capital Improvements Element

6. **P.H. 2023-025: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 10 "CULTURAL COMMITTEE," SECTION 2-167 "MEMBERSHIP" OF THE CITY CODE OF ORDINANCES TO REVISE THE MEMBERSHIP COMPOSITION OF THE DEERFIELD BEACH CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Commissioner Todd Drosky

Attachment: Cultural Committee

7. **Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Cultural Committee; providing for conflicts and an effective date. (Consent - Board Appointment)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: City Commission

Attachment: Cultural Committee Appointments

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

- 8. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the certified election results for the Referendum Election held on November 8, 2022, as provided by the Broward County Supervisor of Elections; 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: Office of the City Clerk

Attachment: Certified Election Results

- 9. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #23-01-PC for citywide median landscaping maintenance; authorizing execution of an agreement with the top ranked, responsive and responsible proposer, Blue Marlin Investments, Inc. d/b/a Cayco Landscaping for a two year term, with three, one-year renewal options, in an annual amount not to exceed \$403,262.50; providing for implementation and an effective date. (Funds from Account #001-7020-539-32-16 - Park Maintenance Landscape Services)**

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: Cayco Landscaping

- 10. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Shotspotter, Inc. for the Deerfield Beach Security Technology Enhancements - Shotspotter Project for a three year term in the total contract amount not to exceed \$595,000.00; authorizing execution of the Agreement; providing for an effective date. (Funds from account #182-0000-331-20-14 - DOJ - Violent Crime Theft Reduction)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Public Safety

Attachment: Shotspotter, Inc.

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Police Services Agreement with the Broward Sheriff's Office; authorizing execution of the First 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: Department of Public Safety

Attachment: Police Services Amendment

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting utility easements set forth on the Manchester Plat Parcel "C" related to the redevelopment project known as IRLAB Deerfield Beach, located at 3201 SW 15th Street; providing for implementation, conflicts, severability 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 Environmental Services

Attachment: IRLAB Deerfield Beach

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #22-37-PC for the Deerfield Elementary and Deerfield Middle School SRTS LAP Sidewalk Project - Various Locations; authorizing execution of an agreement with FG Construction, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$510,176.52; providing for an effective date. (Funds from Account #183-9100-581-90-04 - Public Works Grant - Capital Project Interfund/Road & Bridge & Account #108-5050-541-60-31 - Infrastructure 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: FG Construction, LLC

- 14. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$499,433.39 to the Agreement with Recreational Design & Construction, Inc. for the installation of a bulkhead at the Middle School Aquatic Center, for a total Aquatic Facility Renovations Project cost of \$2,199,036.87; providing for execution and an effective date. (*Funds from Account #399-7025-572-65-30 - Capital Projects/Athletics/CIP Infrastructure & Account #146-0000-389-30-00 - Parks Impact Fees/Use of Fund Balance*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services & Department of Parks & Recreation

Attachment: Recreational Design & Construction, Inc.

- 15. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Lakdas/Yohalem Engineering, Inc., in an amount not to exceed \$100,000.00 for an assessment of the Deerfield Beach Pier and Preparation of the Repair Plan; authorizing execution of the Work Authorization; and providing an effective date. (*Funds from Account #399-5060-519-65-30 - CIP - Infrastructure*)**

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: Lakdas/Yohalem Engineering, Inc.

- 16. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Master Contract #JM023-06-2025 with the Areawide Council on Aging of Broward County, Inc. ("Council") for Center for Active Aging Services for a three-year term; approving Older Americans Act ("OAA") Contract #JA123-06-2023 with the Council for Center for Active Aging Services in an amount not to exceed \$192,840.00 for calendar year 2023; authorizing execution of the Master Contract and OAA Contract; 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: Master Contract and OAA Contract

- 17. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2022-2023; authorizing submission of the Incentive Report to the Florida Housing Finance Corporation; 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: FY22/23 Incentive Report

- 18. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the joint application submittal to the U.S. Department of Justice for the 2021 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant ("JAG Grant"); accepting the JAG Grant in the amount of \$24,583.00 for the Retail Theft Prevention/Apprehension Program; approving execution of a Memorandum of Understanding and Subgrant Agreement with Broward County; 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 Community Services

Attachment: 2021 JAG Grant

- 19. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the joint application submittal to the U.S. Department of Justice for the 2022 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant ("JAG Grant"); accepting the JAG Grant in the amount of \$25,017.00 for the Violent Crime and Theft Reduction Program; approving the execution of a Memorandum of Understanding and Subgrant Agreement with Broward County; 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 Community Services

Attachment: 2022 JAG Grant

DEPARTMENTAL BUSINESS

- 20. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting an amendment to the City of Deerfield Beach Stormwater Management and Flood Resiliency Strategies Master Plan to establish a five-year funding strategy for fiscal years 2024 through 2028 to fund capital improvements for stormwater utility projects and operations; providing 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 Environmental Services

Attachment: Stormwater Utility Fund

- 21. Resolution 2022/ - A Resolution of the City of Deerfield Beach, Florida, declaring the City's intent to use the Uniform Method for Collection of Special Assessments to be levied upon all properties within the City, as more specifically described in Exhibit "A", to fund the installation of a stormwater management system and related improvements; stating a need for such levy; providing for transmittal of the Resolution; 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 Environmental Services

Attachment: Collection of Special Assessments

- 22. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of water and wastewater utility rates; providing for conflicts, 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 Environmental Services

Attachment: Water and Wastewater Utility Rates

23. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing the solid waste fund rate schedule for fiscal years 2022 through 2027; 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 Sustainable Management

Attachment: Solid Waste Fund Rate Schedule

24. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Ranking and for Invitation to Negotiate #22-41-PC for the sale of city property located at 1045 SW 11th Way contingent upon approval of the sale at a Referendum Election; authorizing negotiation of the key business terms and a purchase and sale contract, which shall be subject to referendum approval, with the top ranked firm, MBA Development Partners of Florida, LLC; 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 Economic Development

Attachment: MBA Development Partners of Florida, LLC

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, January 10, 2023

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.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 19, 2022

Eugene Seinfeld

Presiding

Special Magistrate Eugene Seinfeld in the City Commission Room called the meeting to order at 9:30 A.M.

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

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

Items	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
Items 17 to 28 all have the same violations	22080164/ 40 yr/ POST	EMPIRE MANAGEMENT COMPANY LLC	1020 CRYSTAL LAKE DR, UNIT 208, DEERFIELD BEACH, FL 33064 208	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT ALL THE CASES COMPLIED
29	22090101/ business tax/ POST	SILA INVESTMENTS LLC	3751 NW 9 AVE, UNIT 1-4, DEERFIELD BEACH, FL 33064 1-4	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT – RUI CUNHA CASE DISMISSED
31	22090104/ POST	MDC COAST 5 LLC	900 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-9(g) - Defacing or damaging property of another.	RESPONDENT WAS PRESENT- AKM AHASAM FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	
34	22070212/ CERT OF USE	TIVOLI FAIRWAY INVESTMENTS LLC	450 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 12-9-2022
35	22080007	FIGUEROA,ILIAN Y PADILLA GUIFARRO,JOSE LUIS	821 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-14-2022 FOR \$100 PER DAY PER VIOLATION

				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. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. -	
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				JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED-STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
36	22080013	MANCINI & SONS FLORIDA LLC	1825 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				98-80(N)(1) - Landscape Requirements.	
37	22080043	GHANEM,MICHAEL	316 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- MICHAEL GHANEN AL ALVAREZ ATTORNEY MICHAEL GELETY EXTENDED TO 11-11-2022
38	22050077	CENCLUB HOA, INC. C/O CENTURY VILLAGE CLUBHOUSE	2400 CENTURY BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- MIKE BURDMAN EXTENDED TO 12-9-2-22
39	22060007	TRAIL PLAZA LLC	1801 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENT WAS PRESENT – DONALD ANDERSON EXTENDED TO 11-11-2022

				Section 98-113(a) Building permits	
42	22090105/ fence / bldg/ POST	BLOCK,AMBER	4721 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- AMBER BLOCK FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$100 PER DAY \$80 PROSECUTION COST
43	22090106/ driveway/ POST	OLIVEIRA,PEDRO	4495 NW 1 TER, 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 WAS PRESENT- PEDRO OLIVEIRA FINAL ORDER ISSUED COMPLY BY 11-11-2022 \$100 PER DAY \$80 PROSECUTION COST
44	22090107/fence/ bldg/ POST	DE PAULA,ROSANGELA DE OLIVEIRA,RONILDO	414 NW 47 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 11-11-2022 \$100 PER DAY \$80 PROSECUTION COST
45	22090021/ sign/ POST/ zoning	PS DEERFIELD BEACH HILLSBORO 2013 LLC	1375 W HILLSBORO BLVD, 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 FINAL ORDER ISSUED COMPLY BY 11-11-2022 \$100 PER DAY \$80 PROSECUTION COST
48	22080103/ 40 yr/ POST	LTS SCHOOL INC	3731 NW 9 AVE, 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 WAS PRESENT- KATARINA WEBB FINAL ORDER ISSUED COMPLY BY 11-11-2022 \$250 PER DAY \$80 PROSECUTION COST

49	22080001/ POST/driveway	CLAROS,YOLANDA ESTELA	1131 NW 45 ST, DEERFIELD BEACH, FL	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 11-11-2022 \$100 PER DAY \$80 PROSECUTION COST
50	22080104/ 40 yr	SILA INVESTMENTS LLC	3751 NW 9 AVE, UNIT 1-4, DEERFIELD BEACH, FL 33064 1-4	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – RUI CUNHA FINES IMPOSED AS OF 10-14-2022 FOR \$250 PER DAY
51	22080112/ 40 yr	PRECISION ALIMINUM PROD INC	1325 SW 1 WAY, 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 10-14-2022 FOR \$250 PER DAY
52	22080116/ 40 yr	MOURA,LUCAS H	4231 NW 9 AVE, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY	RESPONDENT NOT PRESENT

				INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	FINES IMPOSED AS OF 10-14-2022 FOR \$250 PER DAY
53	22080099/40 yr	381 THE COVE LLC	381 SE 15 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 WAS PRESENT- JASON FENSTER FINES IMPOSED AS OF 10-14-2022 FOR \$250 PER DAY
54	22070203/ 40 yr	MEADOWRIDGE EAST ASSN INC	1993 SW 15 ST, DEERFIELD BEACH, FL 33442	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 10-6-2022 FOR \$250 PER DAY
55	22070204/ 40 yr	IRREV FAM TR 400 DIVITO,RICK A TRSTEE ETAL	1320 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 FINES IMPOSED AS OF 10-6-2022 FOR \$250 PER DAY
56	22080084/ bldg	GUINTA,STEVEN	1900 SE 2 ST, UNIT 501, DEERFIELD BEACH, FL 33441 501	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT – STEVEN GUINTA

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	EXTENDED TO 11-11-2022
57	22080156/ vacation rental	LAINE,MASHA LAINE,SHOLOM & POPACK,C S	1109 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CASE DISMISSED
59	22070205/ parking on lawn	PHD DEVELOPMENT LLC	911 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum	RESPONDENT WAS PRESENT- LISA LAIRD EXTENDED TO 11-11-2022

				standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
61	22090035/ landscape/ POST	SEKER LLC	5340 NE 5 TER, UNIT 4107,DEERFIELD BEACH, FL 33064 4107	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. 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 CONTINUED TO 10-31-2022

63	22090025/ landscape/ POST	ERLI & IVELINE RIBEIRO REV TR RIBEIRO,ERLI & IVELINE TRSTEEES	289 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 46 - OFFENSES Section 46-14. - Same— Encroaching on property of others.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-11-2022 \$100 PER DAY \$80 PROSECUTION COST
64	22090178/ landscape/ POST	MENJIVAR,JOSE DE PAZ EST	4441 NE 3 TER,	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	RESPONDENT NOT PRESENT CASE DISMISSED
65	22090189/ bldg, tree removal/POST	INDEPENDENCE BAY COMMUNITY ASSN INC	CONGRESSIONAL WAY PIN # 484209060055	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – DALE CLAPPISON CONTINUED TO 11-16-2022

				Section 98-81(d)(1) - Tree preservation.	
Items 66 to 75 all have the same violations	22090165/ lights/ POST	CHIAWAY,GUILLERMO	4321 NW 9 AVE, UNIT 204, DEERFIELD BEACH, FL 33064 204	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-71(c)(7) - Lot regulations	RESPONDENT NOT PRESENT ALL THE CASES COMPLIED
76	22080041/ landscape	CASA DEERFIELD II LLC	1221 SW 6 AVE, 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 IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
77	21120036/ landscape	RAMROOCHSINGH,EDITH C	4130 NE 2 AVE, 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
78	22090201/ trash/ POST	LAINE,MASHA POPACK,CHAYA SARA	466 NE 8 AVE	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT – BUTMAN SHOLOM FINDING OF FACT ORDER ISSUED

80	22090194/ POST	HOMELAND INVESTMENTS LLC	DIXIE HWY folio # 484201040542	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 – MAMOON SHEHADEH REPEAT ORDER ISSUED FOR \$300 PER DAY FOR 5 DAYS =TOTALS \$1,500
81	22080087	SANDCASTLE 1 LLC	233 NE 21 AVE	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 11-16-2022
82	22080108	DILLON PARTNERSHIP LTD % GAYLE CEPEDA	612 NE 20 AVE	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 11-16-2022
83	22080115	ROJAS,MARIA	3961 NW 9 AVE	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15	RESPONDENT NOT PRESENT CONTINUED TO 11-16-2022

				(B)(1) Building Safety Inspection 40 Year	
84	22080105	EXCELSIOR EAST BROWARD INDUSTRIAL LLC	721 NE 42 ST	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES CERTIFIED AS OF 10-14-2022 FOR \$250 PER DAY
A	22030249/ email	PRAXIS VENTURE LP %MRK PARTNERS INC/ Atty's Bilenki, Dickerson	1450 SW 11 WAY	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – ATTORNEY DWAYNE DICKERSON FINES MITIGATED FOR \$45,080 TO BE PAID BY APRIL 26, 2023
B	22070047	HIGHLAND VILLAGE COMMERCIAL LLC	271 NE 48 ST	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT \$80 COST DUE

C	19070080/ email all	CODA INVESTMENTS LLC	308 NW 2 AVE N	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(3) - Exterior building and structure standards. 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.(b) - Off- street parking and loading.	RESPONDENT WAS PRESENT – YANIV COHEN FINES MITIGATED FOR \$7,580 ON ALL CASES TO BE PAID BY APRIL 21, 2023
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D	19070081	CODA INVESTMENTS LLC	308 NW 2 AVE S	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. 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.(b) - Off-street parking and loading.	RESPONDENT WAS PRESENT – YANIV COHEN FINES MITIGATED FOR \$7,580 ON ALL CASES TO BE PAID BY APRIL 21, 2023
E	22080016	CODA INVESTMENTS LLC	308 NW 2 AVE N	Chapter 58 - SOLID WASTE DIVISION 3. -	RESPONDENT WAS PRESENT – YANIV COHEN

				RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	FINES MITIGATED FOR \$7,580 ON ALL CASES TO BE PAID BY APRIL 21, 2023
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
June 30, 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 (By Phone)

PUBLIC COMMENTS

There were no public comments.

MINUTES

The Board reviewed the minutes of the meetings of February 28, 2022

A motion was made, seconded, and carried 4-0 to approve minutes of the meetings of June 30, 2022.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending March 31, 2022. He reviewed the market environment and performance through the quarter ending March 30, 2022. The asset allocation as of March 31, 2022, was 42.7% in domestic equities; 14.8% in international equities; 24.0 % in fixed income; 16.2% in real estate; and 2.3% in cash. The total Fund was down -3.04% while the benchmark was down -3.16%. The plan was in the 10th percentile. Mr. West informed the Board that the fiscal year to date was up .35% ranking in 30th percentile. He continued to review the report. The total equity portfolio was down -5.30% while the benchmark was down -5.40%. The total domestic equity portfolio was down -4.31 % while the Russell 3000 was down -5.28%. The total international equity portfolio was down – 8.07% while the benchmark was down -5.44%. The total fixed income portfolio was down - 3.18% while the benchmark was down -4.36%. The total real estate portfolio was up 6.35% while the NCREIF was up 7.97%. Mr. West recommend staying on the conservative investment approach. The Board held a discussion regarding about the current investment approach. The Board questioned the managers approach regarding the political environment. The Board requested Mr. West to reach out to the managers for their investment views on the

ATTORNEY REPORT

Mr. Levinson informed the Board that the Form 1 must be submitted before July 1st.

Mr. Levinson informed the Board that the mileage rate has increased to 58.5 cents.

Mr. Levinson presented required minimum distribution memo. The proposed regulations increase the required minimum distributions age from 70 ½ to 72. Mr. Levinson reviewed the Cryptocurrencies IRS guidelines in detail.

ADMINISTRATOR REPORT

Mrs. Kish informed the Board that the authorized signor form needs be updated for Salem Trust.

Mrs. Kish presented a memo to the Board regarding the Resource Centers Office Environment. The memo outlines that Resource Centers will be staying in the same location but downsizing the office space and allowing members from the team to work remote.

Mrs. Kish presented a proposed fee increase to the Board. She informed the Board that the fee increase would be \$285 a month to the administration retainer. The last fee increase Resource Centers received was in 2012.

A motion was made, seconded, and carried 4-0 to approve the fee increase to Resource Centers.

Mrs. Kish informed the Board that the 5th Trustee needs to be appointed.

A motion was made, seconded, and carried 4-0 to appointed Richard Giuffrida as the 5th Trustee.

The Board was presented with a list of disbursements.

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

Mrs. Kish presented a draft Administrative Expense Budget for Fiscal Year 2022 this is required by section 175.061 (8) (a)2 , Florida Statutes. The Board reviewed the draft budget.

A motion was made, seconded, and carried 4-0 to adopt the Administrative Expense Budget.

OTHER BUSINESS

Mrs. Kish informed the Board that a recent member requested to change his joint and survivor annuitant. The member has changed their joint and survivor annuitant twice. The plan attorney addressed the statue. He stated that he would like to revisit the matter at the next meeting once he the research has been done.

Respectfully submitted,

Andrew Gianino, Secretary



Meeting Minutes Community Redevelopment Agency

Tuesday, September 13, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:01 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present: 5 - Mr. Todd Drosky
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Michael Hudak
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - August 23, 2022

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve the August 23, 2022 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

APPROVAL OF AGENDA

September 13, 2022

MOTION was made by Mr. Preston, seconded by Mr. Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

GENERAL ITEMS

1. **CRA Resolution 2022/010 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for FY 2022/2023; providing for an effective date.**

The Resolution was read by title only.

There was no discussion amongst the Board.

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

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to approve Item 1 adopted CRA Resolution 2022/010. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

2. **CRA Resolution 2022/011 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving the Work Authorization with Bermello Ajamil & Partners, Inc., for design services to finalize the design and construction documents for the Sullivan Park Facility Project in an amount not to exceed \$285,858.00; authorizing execution of the Work Authorization; and providing for an effective date. (*Funds from Account #190-8000-559-63-04 Infrastructure and Capital Improvements*)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, provided a brief background of the project. Ms. Mory said if the Board decides to move forward with the design that was presented at the August 9, 2022 meeting, additional funds will be needed. Further, she explained that the contractor's original submittal was more than what is being proposed; however, staff negotiated a lower cost, which will include assistance with bidding, procurement, complete follow through until the end of the project, etc. Lastly, there are funds available to cover the additional cost.

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

Mr. Parness and Vice Chair Hudak spoke in favor of the project, but Chair Ganz expressed concerns with the additional costs. Further, he understands that the project has been expanded from the original design but disagreed with spending over \$500,000 on the architectural design alone. Although funds are available, the additional cost does not seem right, but at this stage of the project, switching firms is not possible and the Board must trust that staff is doing their due diligence.

Mr. Preston expressed concerns with the additional cost as well but agreed to trust staff.

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve Item 2 adopted CRA Resolution 2022/011. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS

None.

PUBLIC COMMENT

There were no comments made by the public.

ADJOURNMENT

MOTION was made by Mr. Parness, seconded by Mr. Preston, to adjourn the meeting at 7:18 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

**CITY OF DEERFIELD BEACH NON-UNIFORMED EMPLOYEES' RETIREMENT
COMMITTEE REGULAR MEETING MINUTES August 8, 2022**

ROLL CALL: The quarterly meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order at 1:10 PM on August 8, 2022 at Central City Campus.

TRUSTEES PRESENT: F David Rolwing, Najaim Musto and Valerie Hackett

ABSENT AND EXCUSED: Chairman Lee Magnuson

OTHERS PRESENT:

Attorney Robert Sugarman, Consultant Scott Owens and Administrator Livia Giuliani.

APPROVAL OF MINUTES:

August 8, 2022 meeting minutes

Chairman Magnuson moved to approve the August 8, 2022 meeting minutes and Trustee Musto seconded the motion and it passed.

PUBLIC COMMENTS:

There were no public comments at this meeting.

INVESTMENT REPORTS FOR QUARTER ENDING 6/30/2022

Graystone Consulting

Mr. Owens reported on the economy noting that this quarter was the worst in 6 months. A majority of indices declined more than 16%. The S&P declined -16.1% in the 2nd quarter; the NASDAQ declined -22.30%; the Russell 1000 LC declined -16.7%; Russell Mid Cap declined -16.9%; Russell Small Cap -17.2% and Russell 3000 -16.7%. Consumer Discretionary declined the most returning -26.2%, Communication Services declined -20.7%; Information Technology -20.2% and Financials fell more than the S&P declining at -17.5%. Health Care declined -5.9%; Utilities -5.1% and Consumer Staples -4.6%. The Federal Reserves increase in interest rates resulted in fixed income losses as the Bloomberg Barclay's Aggregate Index fell -4.7% after a -5.9% in the 1st Quarter. The CPI rose to nearly 8.5%- and 10-year US Treasury started the quarter at 2.34% and rose to 3.5 by mid-June and declined to 3% by June 30.

Mr. Owens reported on the performance noting that the total fund returned -8.52% for the quarter vs. the policy index of -10.12%. The Wedge large cap value equity returned -12.33% vs. the index of -12.45%. The Sawgrass Growth fund returned -14.35% vs. the Russell 1000 Growth of -14.47%. The London Company returned -10-54% vs. the small cap 2000 index of -10.72%. Lazard and Renaissance returned -12.40% and -14.92% respectively vs. the MSCI AC World index of -13.73%. Sage fixed income returned -2.74% vs. the BC Gov Cr index of -2.37%. Wedge fixed income returned -4.27% vs. the Barclays Govt/Credit Bond index of -5.03%. Blackrock and Blackstone returned -5.67% and -4.13% respectively vs. the Barclays' Aggregate of -4.69%. AEW real estate returned 7.70% vs. the NCREIF property index of -5.93%. Mr. Owens noted that they should put Renaissance on watch if they underperform in the next quarter.

Finally, Mr. Owens reported that the fund is overweight in Real Estate and recommended a rebalance to bring Real Estate to 9% then when the money is received, place it into fixed income and trim the Equity portion to 20%. Trustee Musto moved to accept the recommendation of the Consultant and Trustee Hackett seconded the motion and it passed.

NEW BUSINESS:**Initial Public Offerings (IPO) Letters**

The attorney reported on the Lazard IPO letters noting that the letters were sent to the Administrator's office to complete and sent to the Chairman for signature. This will permit Lazard to invest in initial public offerings if it so chooses. He noted that Board has given full discretion to Lazard whether or not the Fund will be investing in IPOs.

UNFINISHED BUSINESS:

There was no unfinished business discussed.

CONSENT AGENDA: For Approval: Warrant #327

Benefits USA, Inc. (Flat Monthly Fee for August 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for August 2022)	\$275.00
Fifth Third Bank (Q2-2022 Custodian Fee-Invoice #7096042 dated 7/8/2022)	\$3,311.36
Total	\$5,036.36

For Ratification: Warrants #325-326

Benefits USA, Inc. (Flat Monthly Fee for June 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for June 2022)	\$275.00
Fifth Third Bank (Q1-22 Custodian Fee-Invoice #6961846 dated 3/31/2022)	\$3,904.65
FPPTA (Annual Conference Registration for Valerie Hackett)	\$875.00
Valerie Hackett (Hotel & Per Diem for FPPTA Annual Conference 6/26-6/29/22)	\$837.87
Sugarman & Susskind (Legal Fees-Invoice #168453 dated 5/10/2022)	\$3,000.00
Sugarman & Susskind (Legal Fees-Invoice #169172 dated 6/6/2022)	\$3,000.00
Total	\$13,342.52
Benefits USA, Inc. (Flat Monthly Fee for July 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for July 2022)	\$275.00
GRS (Services Rendered; Invoice #417834 dated 7/5/2022)	\$5,950.00
Sawgrass Asset Mgmt (Q2-2022 Mgmt Fee-Inv #dege112s-063022 dated 7/14/2022)	\$9,261.38
Sugarman & Susskind (Legal Fees-Invoice #170538 dated 7/19/2022)	\$3,000.00
Wedge Capital Mgmt (Q2-2022 Mgmt Fee-LCV a/c #W00639 dated 7/13//2022)	\$12,741.03
Wedge Capital Mgmt (Q2-2022 Mgmt Fee-FI a/c #W01170 dated 7/13/2022)	\$5,894.14
Total	\$38,571.55

Trustee Musto moved to approve the Consent Agenda and Trustee Hackett seconded the motion and it passed.

ATTORNEY'S REPORT:

Attorney Sugarman reported that he contacted the Administrator to put the resolution on decorative paper for it to be presented to former deceased Trustee John Patterson's wife. He noted that it should be put in a frame and asked the Trustees to invite Mrs. Patterson and family to the November meeting to present the award in person.

ADMINISTRATOR'S REPORT:

The Administrator reported on FPPTA Trustees School is scheduled for October 2-5, 2022 at the Renaissance Sea World. Trustee Hackett noted that she planned on attending.

NEXT MEETING DATE:

The Administrator reported that the next regular meeting date is November 14, 2022 at 12:00 Noon.

ADJOURN:

Trustee Musto moved to adjourn and Trustee Hackett seconded the motion and it passed. The meeting was duly adjourned at 2:26 pm.


Secretary


Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, October 17, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Mohamed “Mo” Tarifi
Commissioner Randy Strauss
Commissioner Robert O’Neill

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Ryan W. Hudak, Assistant General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Vice Chair Gore at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the September 12, 2022 First Budget Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner O’Neill.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O’Neill	Yes

The Motion to approve the First Budget Meeting Minutes was approved unanimously. (5-0)

A Motion to approve the September 19, 2022 Second Budget Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner O’Neill.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O’Neill	Yes

The Motion to approve the Second Budget Meeting Minutes was approved unanimously. (5-0)

A Motion to approve the September 19, 2022 Regular Meeting Minutes was made by Commissioner O'Neill and seconded by Commissioner Loesel.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (5-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner O'Neill and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$35,438.68. The bills were reviewed and discussed in detail.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The Motion to approve the outstanding bills was approved unanimously. (5-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Loesel and seconded by Commissioner O'Neill to approve current month's expenses of approximately \$40,000.00.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The Motion to approve the current month's expenses was approved unanimously. (5-0)

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather. Captain Draughon advised the Board that there were 8 hours of dredging time, resulting in 3,600 yd³ of sand placed onto the Coast Guard Beach.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew also performed the following:

1. General maintenance to the dredge and yard (pushing sand and laying rocks); and
2. Performed preventive maintenance

Captain Draughon advised that both the barge and winch companies are waiting on parts. He also advised that Inlet II is being prepped to paint at Cable Marine and it should be back by the end next week.

PUBLIC COMMENTS: No public comments.

NEW BUSINESS

ANNUAL SALARY REVIEW: The Board discussed a salary adjustment for District employees. A Motion was made by Commissioner Strauss and seconded by Commissioner O'Neill for a four percent (4%) increase. The Board went on to discuss the percentage and the status of inflation, housing market, food and gasoline. Commissioner Strauss withdrew his Motion. A Motion was made by Commissioner O'Neill and seconded by Commissioner Loesel for a five percent (5%) cost of living increase.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The motion to approve a five (5%) salary adjustment for District employees was approved unanimously. (5-0)

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces provided a copy of the permit application drawings to the Board for the hazard buoys that are going to be installed at the north jetty and it is the revised application that there will be five buoys located there as the Board requested at the last meeting. Attorney Tolces had Vice Chair Gore sign the permit applications and they have been submitted to the Army Corp. of Engineers, Broward County and DEP.

Attorney Tolces also provided information relating to a permit that was issued to a home on the south side of the inlet where they are going to be installing riprap to prevent boaters from beaching their crafts on the beach and using their dock for their own purposes. They obtained a permit from Army Corp. of Engineers, Broward County and DEP. At some point in time construction will start. Attorney Tolces advised the Captain and Assistant Captain to keep a lookout so they will not go any further north than the tree that is there, so it does not interfere with anything the District does.

Attorney Tolces reached out to the U.S. Coast Guard regarding designating any area that the District works in as a restricted zone. He spoke to Lt. Adrien and he advised they do not have any interest or authority to allow us to designate it as a restricted zone. He referenced that if it was a national safety issue then they could. Lt. Adrien suggested that we reach out to our local law enforcement.

Attorney Tolces advised that the District's next meeting is November 21, 2022.

COMMISSIONER COMMENTS: Commissioner O'Neill inquired about the status of the buoys and the next step regarding going out to bid.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 6:55 PM by Vice Chair Gore.

Respectfully submitted,

Kimberly Longo, District Secretary



City Commission Meeting - December 6, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, December 6, 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 December 6, 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 December 6, 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 December 6, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88574773662?pwd=cWJlM1RQRHhMWlhpS0h1THVsc2JJUT09>
 - 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: (305) 224-1968, Meeting ID: 885 7477 3662#, Participant ID: #, Passcode: 204310#

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 December 6, 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. 2022-1650

Agenda Date: 12/6/2022

Status: PUBLIC HEARING

In Control: City Commission

Title

P.H. 2023-021: Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2021-2022 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; 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 U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The City of Deerfield Beach is a CDBG entitlement community and has been receiving an annual funding allocation from HUD since 2000.

As a recipient of CDBG funds, the City is mandated by HUD to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the fiscal year end date. The CAPER is designed to report on accomplishments and progress towards the goals outlined in the City of Deerfield Beach Consolidated Plan.

Current Activity

The City of Deerfield Beach Fiscal Year 2021-2022 CAPER includes an evaluation of the City's CDBG activities and expenditures related to affordable housing programs and public service activities for the period beginning October 1, 2021 through September 30, 2022. The CAPER is evaluated against the priorities, goals, and objectives outlined in the City's Fiscal Year 2020-2024 Consolidated Plan and Fiscal Year 2021-2022 Annual Action Plan.

Citizen participation played an integral role in the preparation of the CAPER. In accordance with the City's Citizen Participation Plan, the CAPER was discussed at the Affordable Housing Advisory Committee meeting on November 14, 2022 and made available for a 15-day public comment period, which began on November 21, 2022, and ended on December 5, 2022. Citizens will also have the opportunity to provide input during a Public Hearing on the item at the City Commission meeting on December 6, 2022, prior to approval.

Recommendation

It is recommended that the City Commission approve the Fiscal Year 2021-2022 Consolidated Annual Performance and Evaluation Report and authorize submittal to the U.S. Department of Housing and Urban Development (HUD).

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PROGRAM YEAR 2021-2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (“CAPER”) FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS; AUTHORIZING SUBMISSION OF THE CAPER TO HUD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, jurisdictions that receive funding from the U.S. Department of Housing and Urban Development (“HUD”) are required to submit a Consolidated Annual Performance and Evaluation Report (the “CAPER”) to HUD; and

WHEREAS, the CAPER must be submitted to HUD within 90 days after the close of the fiscal year and includes information on the City’s Community Development Programs, the resources made available to administer the programs, and where and how these resources were invested; and

WHEREAS, City staff recommends approval of the Program Year 2021/2022 CAPER, attached as Exhibit “A,” and authorization to submit the CAPER to HUD.

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 CAPER for Program Year 2021/2022, attached as Exhibit “A.” The City Manager or designee is authorized to submit the CAPER to HUD.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient 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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT
FISCAL YEAR 2021 -2022**



**Prepared by:
The City of Deerfield Beach Community Services Department**

November 21, 2022

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EXECUTIVE SUMMARY

The City of Deerfield Beach is a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program entitlement community grantee, receiving an annual grant award since Fiscal Year 2000 to provide decent housing, a suitable living environment, and expand economic opportunities, principally for low and moderate-income persons. The City is also a recipient of an annual grant award through HUD's Home Investment Partnership Program, as a member of the Broward County HOME Consortium, and an annual allocation from the Florida State Housing Initiatives Partnership (SHIP) Program to create and preserve affordable housing.

As a recipient of CDBG funds, the City is mandated by HUD to prepare and submit three plans (Consolidated Plan, Annual Action Plan and CAPER) in accordance with citizen participation requirements. The Consolidated Plan identifies the City's affordable housing and community development needs and provides strategies to address the needs over a five-year period. Annually, the City prepares an Action Plan which outlines the City's CDBG housing and community development activities and funding sources for the program year in alignment with the Consolidated Plan. Within 90 days of the program year end date, the City must prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD. The CAPER is designed to report on accomplishments and progress towards the goals outlined in the Consolidated Plan and Annual Action Plan.

The Fiscal Year 2021-2022 CAPER provides an overview of the City's efforts and accomplishments in addressing housing and community development needs and priorities during the second program year of the Fiscal Year 2020 - 2024 Consolidated Plan and 2021 - 2022 Annual Action Plan. The report also references other public and private resources that have been leveraged to carry out identified activities and projects within the program year. Expended amounts throughout the CAPER refers to actual costs incurred by the City and reimbursed by HUD as reflected in the Integrated Disbursement Information System (IDIS).

Below is a summary of the accomplishments and expenditures for each priority need from this program year.

- The City's affordable housing programs have been impacted by the ongoing housing crisis. However, the City was successfully able to assist 16 low-and-moderate income households through the Homeowner Rehabilitation and Purchase Assistance Programs, expending a total of \$425,461 of which \$121,322 is CDBG expenditures.
- The City has seen a decrease in Rental and Utility Assistance Program applications from qualified low-and-moderate income applicants, expending a total of an estimated \$2,998 in Program Year 2021-2022. In accordance with the citizen participation process, remaining CDBG-CV funds will likely be reallocated in Program Year 2022-2023.
- The City has initiated infrastructure improvements at the Oveta McKeithen Recreational Complex which are expected to be completed in Program Year 2022-2023 at a cost of \$300,000.
- The City's Public Service programs/activities for its senior population has been impacted by the coronavirus pandemic. Senior Transportation services benefited 52 seniors, incurring \$25,000 in CDBG expenditures; Health and Wellness activities have resumed at the City's Center for Active Aging and 22 seniors have benefited from the program expending \$3,760 in CDBG funds; operations at the Alzheimer Adult Daycare are currently suspended and will likely resume in January 2023.

CR-05 – GOALS AND OUTCOMES

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Deerfield Beach has made progress in Fiscal Year (FY) 2021-2022 to accomplish the goals and objectives outlined in the FY 2020-2024 Consolidated Plan and the FY 2021-2022 Annual Action Plan. The priorities, activities and assessment of the outcomes inclusive of programmatic expenditures are outlined below.

Priority 1 – Increase Access to Affordable Housing

The City of Deerfield Beach utilizes CDBG funds to support the preservation of affordable housing within City limits through implementation of the programs outlined below.

- **Homeowner Rehabilitation Program**

The City of Deerfield Beach Homeowner Rehabilitation program is designed to assist low- and moderate-income households with funding for home repairs that correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and improve accessibility for special needs and the elderly. Eligible applicants are assisted on a first qualified, first served basis utilizing funding from CDBG and other federal and state grants that support affordable housing activities.

Outcome

- Assisted 14 households in Program Year 2021-2022 with a funding source breakdown as follows: CDBG (5), HOME (2) and SHIP (7).
- Expenditures: \$363,026 (CDBG - \$83,504)

- **Purchase Assistance Program**

The City of Deerfield Beach Purchase Assistance program is designed to assist eligible low- and moderate-income first-time homebuyers, as defined by HUD, with the purchase of an existing or newly constructed (with a Certificate of Occupancy) affordable housing. Assistance is provided in the form of a zero (0) percent deferred interest loan for down payment, closing costs, and/or mortgage and interest buy down. Eligible housing includes: single-family homes, townhomes, condominiums, Planned Unit Developments (PUDs) and villas.

Outcome

The City of Deerfield Beach has been impacted by the ongoing housing crisis. The City's affordable housing programs has seen a decrease in applications and eligible qualified applicants for the program, which may likely be attributed to the drastic rise in home prices and increased cost for goods and services.

- Assisted 2 households in Program Year 2021-2022 with a funding source breakdown as follows: CDBG (1); and, HOME (1)
- Expenditures: \$62,435 (CDBG - \$37,818)

- **Rental Assistance Program – CDBG-CV**

The City of Deerfield Beach implemented the Rental Assistance program in response to COVID-19. The program provides emergency rental assistance to families impacted by COVID-19 in the form of a grant for up to six (6) months, retroactive to April 1, 2020. The maximum assistance will not exceed \$10,000.

Outcome

The City has seen a drastic decrease in low-and-moderate income applicants who qualify for the Rental Assistance Program, particularly because applicants have been unable to proof hardship resulting from COVID-19, which is a HUD mandate for use of CDBG-CV funding. Consequently, the City intends to reallocate the remainder of its CDBG-CV funding. On August 8, 2022, the City's Affordable Housing Advisory Committee provided recommendations for alternate use of the funds during their public meeting. In accordance with the City's Citizen Participation Plan, a public hearing and public comment period will take place for public input prior to reallocation and plan amendment.

- Assisted 2 households in Program Year 2021-2022
- Expenditures: \$2,880 CDBG-CV

- **Utility Assistance Program – CDBG-CV**

The City of Deerfield Beach implemented the Utility Assistance program in response to COVID-19. The program provides emergency financial assistance to families impacted by COVID-19 in the form of a grant for up to six (6) months, retroactive to April 1, 2020. The maximum assistance will not exceed \$1,000.

Outcome

The City has seen a drastic decrease in low-and-moderate income applicants who qualify for the Utility Assistance Program, particularly because applicants have been unable to proof hardship resulting from COVID-19, which is a HUD mandate for use of CDBG-CV funding. Consequently, the City intends to reallocate the remainder of its CDBG-CV funding. On August 8, 2022, the City's Affordable Housing Advisory Committee provided recommendations for alternate use of the funds during their public meeting. In accordance with the City's Citizen Participation Plan, a public hearing and public comment period will take place for public input prior to reallocation and plan amendment.

- Assisted 1 households in Program Year 2021-2022
- Expenditures: \$117.51

Priority II – Provide for Infrastructure Improvements

The City of Deerfield Beach has allocated funding for infrastructure improvements at a community park in a predominantly low-and-moderate income area.

- **Oveta McKeithen Recreational Complex Playground**

Infrastructure improvements at Oveta McKeithen Recreational Complex located at 445 SW 2nd Street, Deerfield Beach, FL 33441, will include an interactive playground, new shock-absorbing safety surfacing and a shade canopy.

Outcome

The Oveta McKeithen Recreational Complex Playground infrastructure improvements are currently underway. The City anticipates that the project will be completed in Program Year 2022-2023.

- Assisted: N/A (*project in process*)
- Expenditure: \$0.00

Priority III – Increase Access to Public Services

The City of Deerfield Beach senior population exceeds 22%, according to the U.S. Census. As such, the City utilizes CBBG funds to increase access to public services for the senior population through implementation of the programs outlined below.

- **Senior Transportation Program**

The Senior Transportation program provides transportation services to persons 62 years and older in the Deerfield Beach community. The bus service operates Monday through Friday and include services to and from the following locations: NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches and local restaurants.

Outcome

- Assisted: Provided transportation services to 52 seniors
- Expenditures: \$25,000

- **Alzheimer Adult Daycare**

The Alzheimer Adult Daycare provides respite to caregivers and activities to individuals 62 years of age and older with dementia, Alzheimer's disease and other related memory disorders. The Alzheimer's Day Care Center also provides case management, caregiver training and support, and educational weekly support groups to assist caregivers with coping skills.

Outcome

The coronavirus pandemic has impacted operations at the Alzheimer Adult Daycare Center. Services at the center have been temporarily suspended. The City anticipates that services will resume in January 2023.

- Assisted: Zero (0) seniors
- Expenditures: \$0.00

- **Health and Wellness Program**

The Health and Wellness Program provides health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older. Services include health and support lectures, health screenings, physical fitness and exercise, and a nutrition program.

Outcome

The coronavirus pandemic impacted operations at the Deerfield Beach Center for Active Aging. Health and Wellness services at the center were temporarily suspended. Services resumed August 2021; The City anticipates there will be an increase in the number of health and wellness classes offered and class capacity in Program Year 2022-2023.

- Assisted: Provided Health and Wellness services to 22 seniors
- Expenditures: \$3,760

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Strategic Plan			Program Year		
					Expected	Actual	Percent Complete	Expected	Actual –	Percent Complete
Rental Assistance	Affordable Housing	CDBG-CV: \$439,442	Emergency Rental Assistance	Persons Assisted	0	0	0.00%	0	2	
Homebuyer Assistance	Affordable Housing	CDBG: \$50,000.00	Direct Financial Assistance to Homebuyers	Households Assisted	20	7	35.00%	1	1	100.00%
Housing Rehabilitation	Affordable Housing	CDBG: \$313,272.00	Homeowner Housing Rehabilitated	Housing Unit	20	13	65.00%	6	6	100.00%
Public Improvements	Non-Housing Community Development	CDBG: \$150,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6,300	0	0.00%	2,000	0	0.00%
Public Service	Non-Housing Community Development	CDBG: \$50,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	750	72	9.60%	100	72	72.00%
Utility Assistance	Affordable Housing	CDBG-CV: \$311,298	Emergency Utility Assistance	Persons Assisted	0	0	0.00%	0	1	

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Deerfield Beach was awarded \$704,090 in CDBG funds from the U.S. Department of Housing and Urban Development in Program Year 2021-2022. The funding was allocated to the following activities as outlined in Table 1: Homeowner Rehabilitation, Purchase Assistance, Public Service activities for the senior community, Public Infrastructure and Planning and Administration. An estimated \$140,818 was allocated to Planning and Administration.

The City was also a recipient of CDBG-CV funds, designed to assist local governments to prepare for, prevent, or respond to the health and economic impacts of the coronavirus pandemic, in the amount of \$989,121 in Program Year 2020-2021. The funding was allocated to Rental and Utility Assistance programs which are still ongoing, and program Planning and Administration.

The aforementioned activities are in alignment with the priorities identified in the Fiscal Year 2020-2024 Consolidated Plan.

- **Priority 1 – Increase Access to Affordable Housing**

The City's Purchase Assistance and Homeowner Rehabilitation Programs are designed to serve low-and moderate-income households and assist with the purchase of a home or home repair, respectfully. The Rental and Utility Assistance programs funded through CDGB-CV provides financial resources to support low-and-moderate income households impacted by COVID-19.

- **Priority II – Provide for Infrastructure Improvements**

The City of Deerfield Beach has identified and begun implementation of an infrastructure improvement project at a local community park, Oveta McKeithen Recreational Complex playground, located in a predominantly low-and moderate-income community,

- **Priority III – Increase Access to Public Services**

The public service programs funded through CDBG directly benefits the Deerfield Beach senior community who are presumed to be low-and-moderate income by HUD. The programs include health and wellness and transportation services and the Alzheimer Daycare Center operations.

In conclusion, the aforementioned activities and funding sources contribute to achieving the housing and community development needs, goals and objectives outlined in the FY 2020-2024 Consolidated Plan and FY 2021-2022 Annual Action Plan.

CR-10 – RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Table 2 – Table of assistance to racial and ethnic populations

	CDBG
White	49
Black or African American	34
Asian	
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	1
Other Multi-racial	1
Total	85
Hispanic	15
Not Hispanic	70

Narrative

Table 2 provides an aggregate of race and ethnicity data for households assisted through the housing and public services programs. The accomplishment data from all CDBG activities are reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 – RESOURCES AND INVESTMENTS

Table 3 – Resources Made Available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$1,022,520	\$288,487
CDBG-CV	\$989,121	

Narrative

The federal resources available for implementation of CDBG activities in Fiscal Year 2021-2022 are identified in Table 3. See FY 2021-2022 CDBG resources breakdown below:

- Fiscal Year 2021-2022 Allocation: \$704,090
- Unexpended CDBG funds from prior years \$318,430
- Total Funding Available at the beginning of FY 2021-2022: \$1,022,520
- Expended in FY 2021-2022: \$288,487

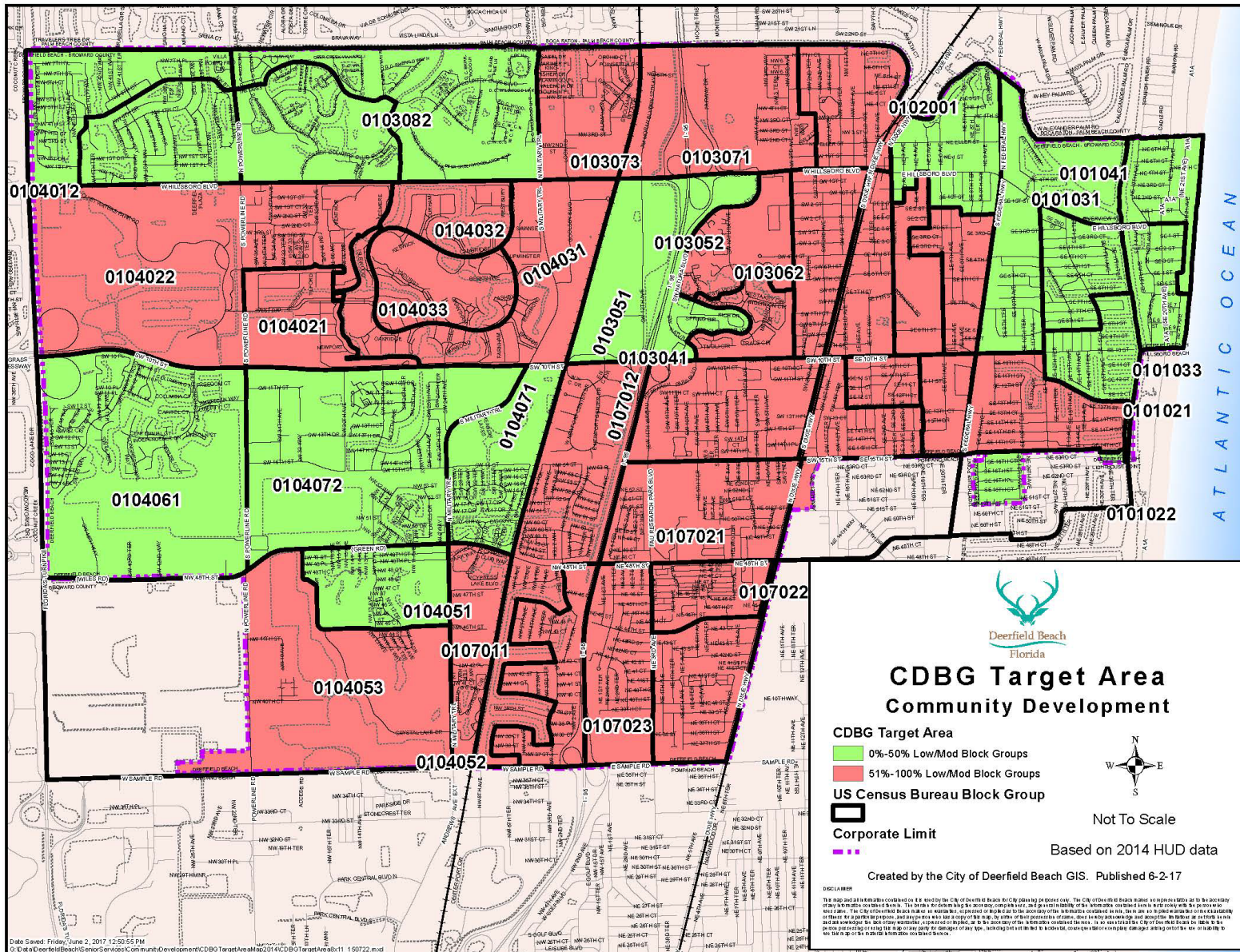
:

Table 4 – Identify the geographic distribution and location of investments

Target Area	Actual Percentage of Allocation	Narrative Description
Citywide	100%	Purchase Assistance, Homeowner Rehabilitation Rental & Utilities Assistance and Public Service

Narrative

During FY 2021-2022, the City expended funds consistent with meeting the national objective of the program. 100% of the funds were used to benefit low-and-moderate income persons and area. The percentage included planning and administration.



LEVERAGING

The City of Deerfield Beach utilizes federal and state funding to implement the initiatives outlined in the Fiscal Year 2020-2024 Consolidated Plan and Fiscal Year 2021-2022 Annual Action Plan. Federal funding is leveraged with state funding to increase the impact of the activities and projects to low- and moderate-income persons in Deerfield Beach. In Fiscal Year 2021-2022, the City leveraged \$778,840 from federal and state sources. See breakdown below:

- HOME Investment Partnerships Program via Broward County Consortium - \$230,781
- Florida State Housing Initiatives Partnership Program - \$ 548,059

State Housing Initiatives Partnership (SHIP) Program

The City of Deerfield Beach receives an annual allocation through the Florida State Housing Initiatives Partnership (SHIP) program which is administered by the Florida Housing Finance Corporation (FHFC). SHIP provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and rehabilitation. The program is designed to serve very low, low- and moderate-income households and funding can be leveraged with the CDBG Program.

Home Investment Partnerships Program (HOME)

The City of Deerfield Beach has been a member of the Broward County HOME Consortium since Fiscal Year 2002, receiving an annual allocation, along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The United States Congress passed the National Affordable Housing Act in 1990 which created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME). The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition and rehabilitation.

CR-20 – AFFORDABLE HOUSING

Table 5- Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	4	2
Number of special-needs households to be provided affordable housing units	1	1
Total		

Table 6 - Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	0	2
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	4	5
Number of households supported through the acquisition of existing units	0	0
Total	4	7

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City is pleased to report that it has accomplished its annual goal for the Homeowner Rehabilitation, Purchase Assistance and Senior Transportation programs. The coronavirus pandemic impacted operations at the City's Center for Active Aging which provides health and wellness services for the senior community and operation of the Alzheimer's Daycare center. While center operations have resumed, some activities are still suspended and services that have resumed are operating at a lower capacity impacting the activities outcomes. Consequently, the City did not meet its annual goal relating to the Health and Wellness center and Alzheimer's Daycare Center. The City is confident that within the next Program Year (2022-2023) all activities should be on track to meet the goals and objectives outlined in both the FY 2020-2024 Consolidated Plan and FY 2021-2022 Annual Action Plan.

The City will continue to promote all CDBG funds programs and activities such as the Purchase Assistance, Homeowner Rehabilitation program, Senior Transportation, Health and Wellness to ensure City residents are aware of the programs and their benefits. Continuous promotion of all programs should maximize the outcome and impact.

Discuss how these outcomes will impact future annual action plans.

Preserving the City's aging affordable housing stock and providing homeownership opportunities remain a top priority for the City of Deerfield Beach.

As the City's housing stock ages, a growing percentage of housing units need rehabilitation in order to remain safe and habitable. This situation is of particular concern for low- and moderate-income homeowners and seniors who are generally not in a financial position to properly maintain their homes. The age and condition of the City's housing stock is an important indicator of potential rehabilitation needs. Preservation of the physical and functional integrity of existing housing units occupied by low-and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community.

Table 7 – Number of Persons Served

Number of Persons Served	CDBG Actual
Very Low-income	7
Low-income	1
Total	8

Narrative

The Fiscal Year 2020-2024 Consolidated Plan (Strategic Plan) lists affordable housing as a top priority in the City of Deerfield Beach which includes preserving the supply of affordable housing through homeowner rehabilitation assistance and purchase assistance to extremely low-and-moderate income persons.

CR-25 – HOMELESS AND OTHER SPECIAL NEEDS

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City of Deerfield Beach is a municipality in Broward County and coordinates with Broward County's Homeless Continuum of Care to administer services to address the needs of individuals and families that are homeless or at risk of homelessness. The City consults with the Continuum of Care to determine the state of homelessness in its community, methods to combat homelessness and identify services and programs available to citizens in need of their services. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Deerfield Beach coordinates with Broward County's Homeless Continuum of Care to administer services to address the needs of individuals and families that are homeless or at risk of homelessness. The City also partners with law enforcement, nonprofit organizations, social services agencies, local hospitals, schools and the Deerfield Beach Housing Authority to address the immediate needs of low-and-moderate income persons in the City that may be at risk of homelessness. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for

homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As a member of Broward County Continuum of Care (CoC), the City supports Broward CoC initiatives. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

CR-30 – PUBLIC HOUSING

Actions taken to address the needs of public housing

The City of Deerfield Beach collaborates closely with the Deerfield Beach Housing Authority to address the needs of public housing in Deerfield Beach. The Deerfield Beach Housing Authority actively seeks federal and state funds to rehabilitate and maintain public housing in the City.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Deerfield Beach Housing Authority (DBHA) Homeownership Program is an optional U.S. Department of Housing and Urban Development (HUD) program that permits housing authorities to assist Housing Choice Voucher (Section 8) households with the purchase of their first home. Participants in this program receives Housing Assistance Payments to use toward homeownership expenses.

The program is open to all current DBHA section 8 voucher participants who meet the eligibility requirements and guidelines. Once, the eligibility requirement guidelines are met and the home is acquired, the participants will be able to receive assistance with their mortgage payment. The non-disabled head of household participant who has a 30-year mortgage is eligible for mortgage assistance up to 15 years. The elderly and disabled head of household participant is eligible for assistance for the entire mortgage term.

DBHA offers the Family Self-Sufficiency Program (FSS). The main goal of the FSS program is to help families improve their financial situation through employment and education to achieve homeownership, entrepreneurship and self-sufficiency.

The City of Deerfield Beach continues to support homebuyer education programs. Homeownership education explains the home purchasing process to potential home buyers. Participants are taken through each step of the home buying process, from budgeting to loan closing. Participants learn how to calculate the amount they can afford to pay for a home, how to shop for an affordable mortgage, details associated with sales contracts and loan applications, and a basic home maintenance 8-hour certificate course.

The City of Deerfield Beach and DBHA, provides outreach, public notices, workshops and other engagement opportunities to encourage the participation of homeownership.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 – OTHER ACTIONS

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Deerfield Beach ensures that its affordable housing programs and projects comply with lead paint regulations. All appropriate lead hazard disclosures, brochures and testing are communicated, distributed and performed, respectively, in compliance with Federal regulations for homes built prior to 1978. Lead-based inspections are mandatory for homes constructed pre-1978 and if abatement is required, specifications by a certified lead contractor will be incorporated into the housing activity/project work write up. These actions will prevent lead poisoning and hazards in the community.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The poverty rate in Deerfield Beach is 16.8 percent, according to the U.S. Census. The City of Deerfield Beach will continue to prioritize federal and state funding for affordable housing programs and activities and economic development opportunities. Grant management is centralized in the City of Deerfield Beach Community Services Department. The Community Services Department will continue to work closely with the City's Economic Development Department to identify, provide and fund initiatives that promote job readiness and career opportunities for low- and moderate-income persons and economic expansion in the City of Deerfield Beach. The City also collaborates with the Broward County Continuum of Care, Deerfield Beach Housing Authority and other Broward County agencies to support projects and programs designed to reduce poverty in the City.

In alignment with the City's Fiscal Year 2020-2024 Consolidated Plan priorities, the City has and continues to:

- Support activities that expand the supply of housing that is affordable to low- and moderate-income households;
- Support activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Support a continuum of housing and public service programs to prevent and eliminate homelessness;
- Support housing preservation programs that assure low-income households have a safe, decent and appropriate place to live;
- Support public services that benefit the community's seniors, youth, families and those with special needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Deerfield Beach Community Services Department oversees the administration of entitlement and competitive grants citywide pre and post award. This centralized structure enables the City to strengthen relationships with departments within the City and foster collaboration with residents, public and private agencies, organizations and grant funders to aid in identifying housing and community development needs, and opportunities to leverage federal, state and local resources to provide decent housing, a suitable living environment and expand economic opportunities for low- and moderate-income persons in the City.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Deerfield Beach housing stock has historically been constructed by the private sector. As such, the City is committed to strengthening relationships with public and private housing and social service agencies.

The City works closely with the Deerfield Beach Public Housing Authority and utilizes their network of social service agencies to increase the impact of the City's affordable housing and public service programs, projects and activities. The City participates in interagency committees created to coordinate public, private and community-based efforts to expand affordable housing and economic development initiatives. Staff in the Community Services Department attends affordable housing workshops to keep abreast of initiatives and regulations, identify best practices that can be implemented in the City and build on existing public and private collaborations to better serve the Deerfield Beach community.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Deerfield Beach completed the following Fair Housing Activities in Fiscal Year 2021-2022:

- Shared Fair Housing information via the City's website for residents to utilize, inclusive of the contact information for Broward County Civil Rights Division and the HUD-Miami Field Office- Fair Housing and Equal Opportunity;
- Educated the public on fair housing laws and information via the City's local newspaper, an on electronic platforms such as social media;
- Maintains Fair housing posters (Spanish and English) displayed in City facilities (i.e. Community Services Department) and at the Deerfield Beach Housing Authority facility;
- Declared a Proclamation, on April 6, 2022 in recognition of Fair Housing Month sharing information about its establishment; and,
- Gave a presentation on Fair Housing to the public during the Affordable Housing Advisory Committee meeting on April 4, 2022.

CR-40 – MONITORING

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Deerfield Beach utilizes HUD's Community Planning and Development Office monitoring handbook as a guideline for monitoring the implementation of programs and activities. The handbook includes exhibits used by HUD reviewers to assess grantee compliance with program regulations, applicable federal statutes, grant requirements, and terms and conditions of the grant awards for Community Planning and Development programs.

City staff, in the Community Services Department, also participates in trainings and workshops to stay abreast of regulations, policies and procedures related to federal and state funding on an annual basis.

Timeliness

The timely expenditure of funding on eligible programs is an important element of the Consolidated Plan. Projects and activities are monitored to ensure they are implemented in a timely manner. In FY 2021 - 2022, the City met HUD's timeliness requirement.

Plan Procedures

The City of Deerfield Beach Community Services Department monitors the City's housing and community development programs to ensure statutory and regulatory requirements are met, level of service achieved, and the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is accurate and complete. Monitoring takes place at the following intervals:

- Quarterly;
- Annually; and,
- As requested by HUD.

Quarterly, City staff:

- completes and submits HUD required financial reporting;
- audits Sub-recipient requests for payment and/or reimbursement to ensure proper documentation was provided and expenditures are for eligible activities; and
- ensures compliance with other program requirements, such as labor standards and fair housing laws, through in-depth monitoring and program review.

Annually, City staff:

- evaluates each funded program and activity against the goals and objectives in the corresponding Consolidated Plan and Annual Action plan and confirms projects are on schedule to ensure timeliness;
- prepares a Consolidated Annual Performance and Evaluation Report (CAPER) detailing Annual Action Plan, goals, objective and accomplishments; and
- reviews the Citizen Participation Plan to begin creating a timeline for development of the Annual Action Plan, Consolidated Plan, and/or any required Public Notices and amendments.

CITIZEN PARTICIPATION PLAN

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with 24 CFR 91.105, the City of Deerfield Beach provided citizens with reasonable notice to a public meeting and an opportunity to comment on the draft CAPER, prior to adoption. The Citizen Participation process involved the following:

- Draft CAPER 15-day Public Comment Period (November 21, 2022 – December 5, 2022);
- Public Hearing to obtain public input about the draft CAPER.

The public hearing and 15-day comment period were noticed on November 21st via the Sun Sentinel, a newspaper of general circulation, and the City's website. The City made available to citizens, public agencies, and other interested parties a copy of the draft Fiscal Year 2021-2022 CAPER. A copy of the public notices is included in Appendix A.

The draft CAPER was made available at the following locations:

Community Development Department

227 NW 2nd Street
Deerfield Beach, FL 33441

City Website

<https://www.deerfield-beach.com/2005/Plans-Reports-Policies#CAPER>

CR-45 - CDBG

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There has been no change in the priorities, goals and objectives of the Fiscal Year 2021-2022 Annual Action Plan and Fiscal Year 2020-2024 Consolidated Plan. The City's CDBG priorities are aligned with the Deerfield Beach community housing and community development needs. Resources available through the funded programs and activities aids in supporting low-and-moderate income households and building and sustaining viable neighborhoods. The City of Deerfield Beach continues to invest in high quality housing development, as well as quality maintenance of the City's existing housing stock for residents.

The coronavirus pandemic and the current state of the housing market has impacted the City's affordable housing programs; however, the City is taking progressive steps to educate the public of available resources through workshops, partnerships and dissemination of information via paper and electronic platforms. While the City intends to reallocate CDBG-CV funds, any and all activities identified for funding during the citizen participation process will be in alignment with the priorities outlined in the Fiscal Year 2020-2024 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

Yes, the City of Deerfield Beach has one open Brownfields Economic Development Initiative.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

There has been no progress on the one Brownfields Economic Development Initiatives from the City of Deerfield Beach.

Appendix A



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1635

Agenda Date: 12/6/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2023-023: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3C) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant, Sample Executive LLC, is seeking approval to rezone a 2.97-acre parcel with an existing four-story office building to allow for inclusion of medical offices. The site currently houses a cosmetology and English school and general offices. Medical offices are not a permitted use in the current zoning district of M3c Intense Industrial Use. Therefore, the applicant wishes to rezone the property to the B-2 Commercial District, where medical offices can be added to the tenant mix of the existing office building.

The subject property is located in an area which was annexed from Broward County, in 1999 (HB1573) and retained the Broward County zoning classification. The annexation agreement also indicated that any change in zoning classification will require approval of the majority of the governing body.

In the most recent draft of the 2021 Comprehensive Plan Update, which was approved by the City Commission 1st reading on April 19, 2022, the City added a goal that properties which retained Broward County zoning classifications, be rezoned to Deerfield Beach zoning classifications, as the separate zoning categories have caused inconsistencies that have affected the character of the City over time.

The property is proposed to be rezoned through the Industrial to Commercial flex option allowed by Broward County. The County allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment. To date, only 25.54 acres in the City have been rezoned to commercial use and there is more than adequate acreage left to allow for the subject rezoning. Of the 25.54 rezoned acres through flex, 18.69 of the acres were for the two adjacent properties to the east.

The Planning and Zoning Division is unaware of any historical significance of the property or prior

historical activities associated with the site.

On October 6, 2022, the Planning and Zoning Board voted to recommend approval of the application to the City Commission.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3c) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, Sample Executive, LLC (the “Applicant”) has applied for a rezoning of the of approximately 2.97 acres of land (Application #22-R-197) located at 2001 West Sample Road from Intense Manufacturing & Industrial (M-3c) to Highway Business (B-2) (the “Rezoning”); and

WHEREAS, the Rezoning site is an approximately 2.97 acre parcel of land legally described as SUMCOT EXECUTIVE PLAZA 119-33 B PART OF PARCEL A, and located at 2001 West Sample Road (the “Property”); and

WHEREAS, the Property is located in an area that was annexed from Broward County in 1999 (House Bill 1573) and retained the Broward County zoning classification of M-3c Intense Manufacturing & Industrial; and

WHEREAS, the Property currently includes a four story office building that houses a Cosmetology and English school, and general offices; and

WHEREAS, medical offices are not a permitted use in the current M-3c zoning district, and Applicant desires to add medical offices to the tenant mix of the existing office building; and

WHEREAS, the Rezoning application is being processed with a request to be rezoned through the Industrial to Commercial flex option permitted by the Broward County Land Use Plan, which allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on October 6, 2022, as required by Florida Statutes, and recommended approval; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties, and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning is consistent with the City of Deerfield Beach Comprehensive Plan; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Highway Business District (B-2).

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. The Rezoning of the Property from Intense Manufacturing & Industrial (M-3c) to Highway Business District (B-2) is hereby approved, subject to the conditions set forth in the DRC report, dated September 2, 2022, which shall be satisfied by the Applicant.

Section 3. The Applicant’s request to use the Industrial to Commercial flex option for the Rezoning permitted by the Broward County Land Use Plan, which allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment, is hereby approved.

Section 4. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 6. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

November 23, 2022

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

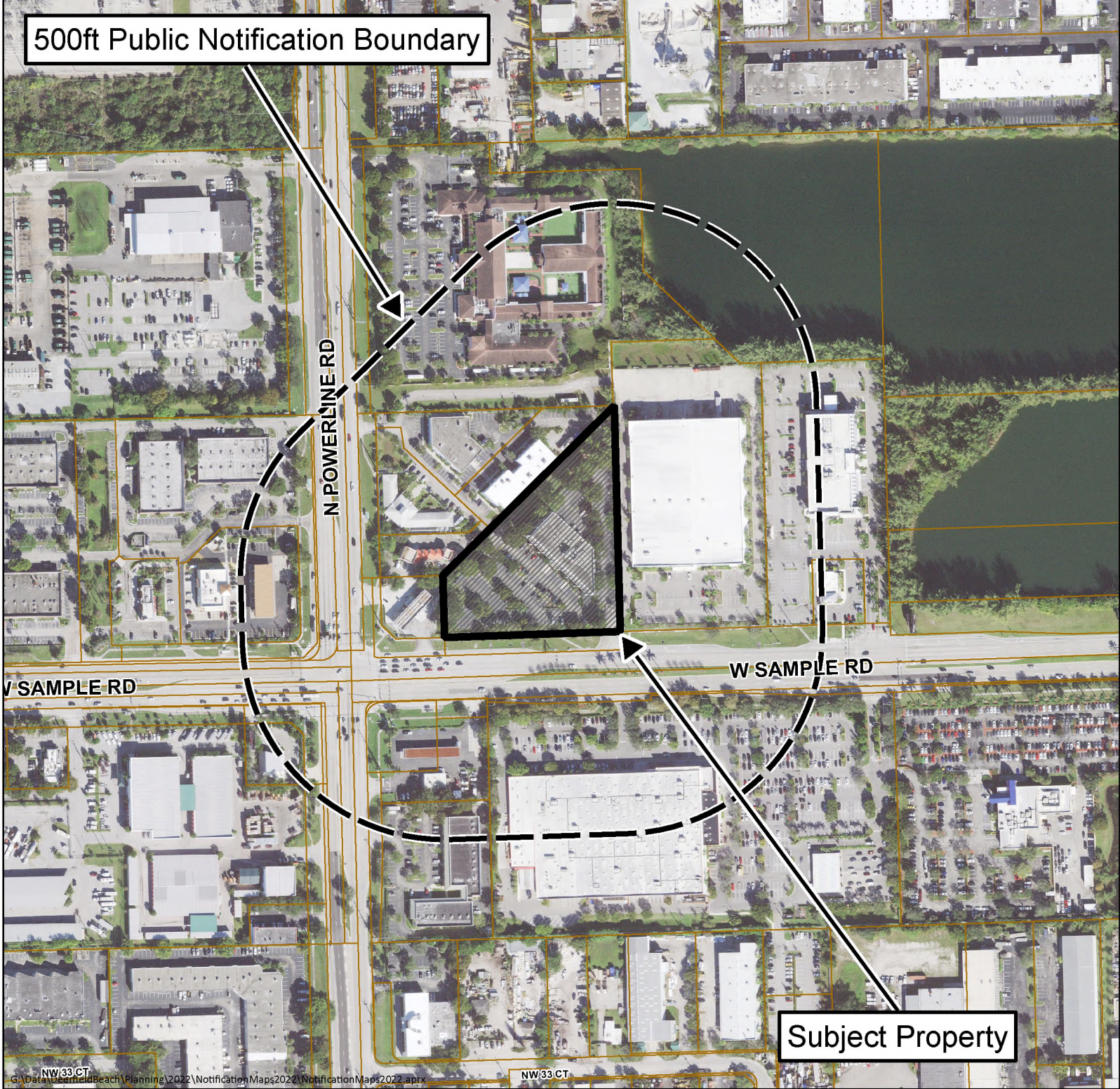
P.H. 2023-023: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3C) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

A public hearing will be held on **TUESDAY, DECEMBER 6, 2022 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Samantha Gillyard, CMC, City Clerk



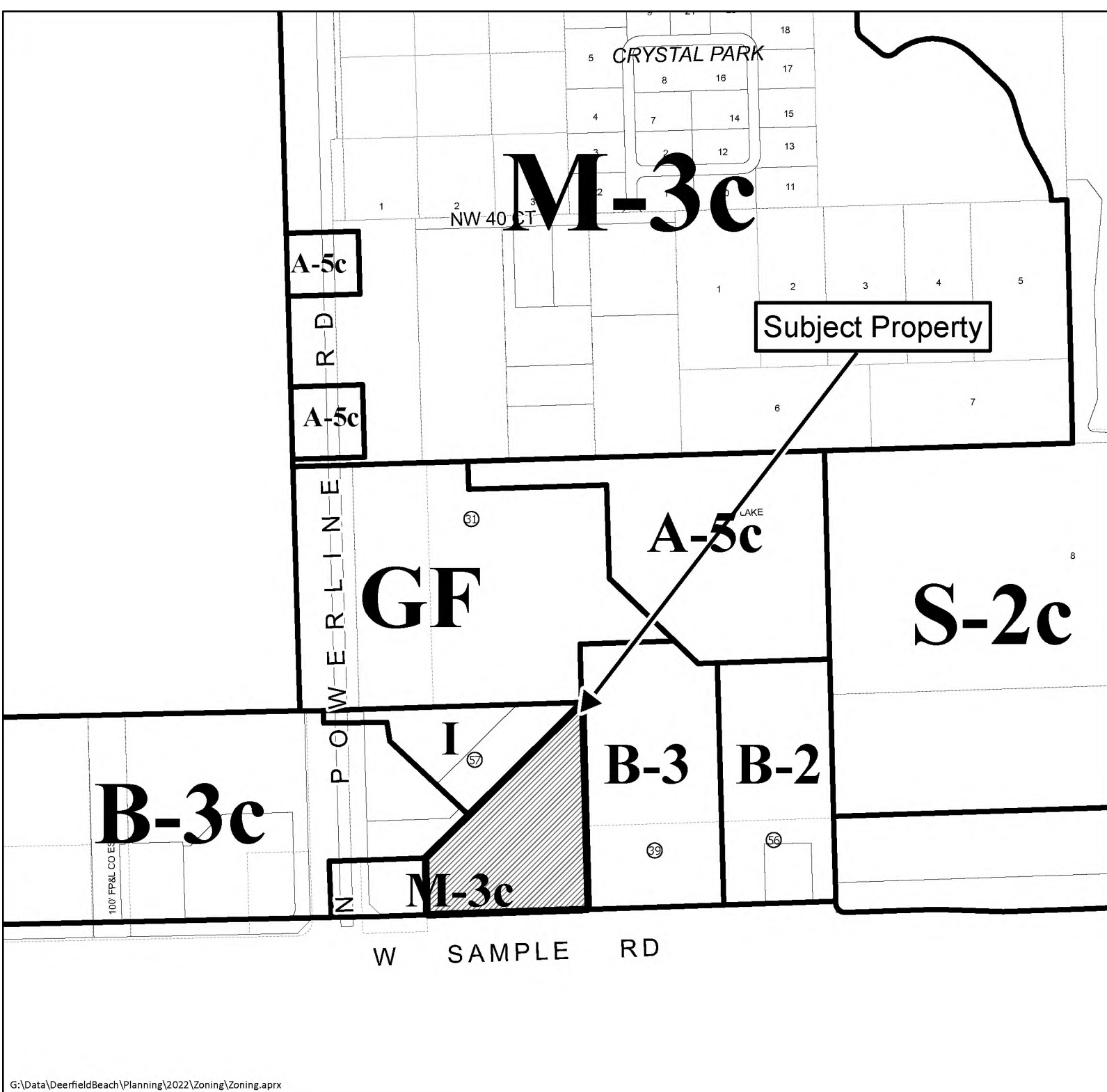
Public Hearing Notice Map

Rezoning Application No. 22-R-197

2001 West Sample Road

For additional information
call the Planning Department at **954-480-4206**
or visit www.deerfield-beach.com/agendas

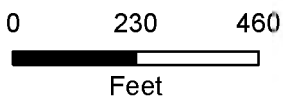




Existing Zoning Map

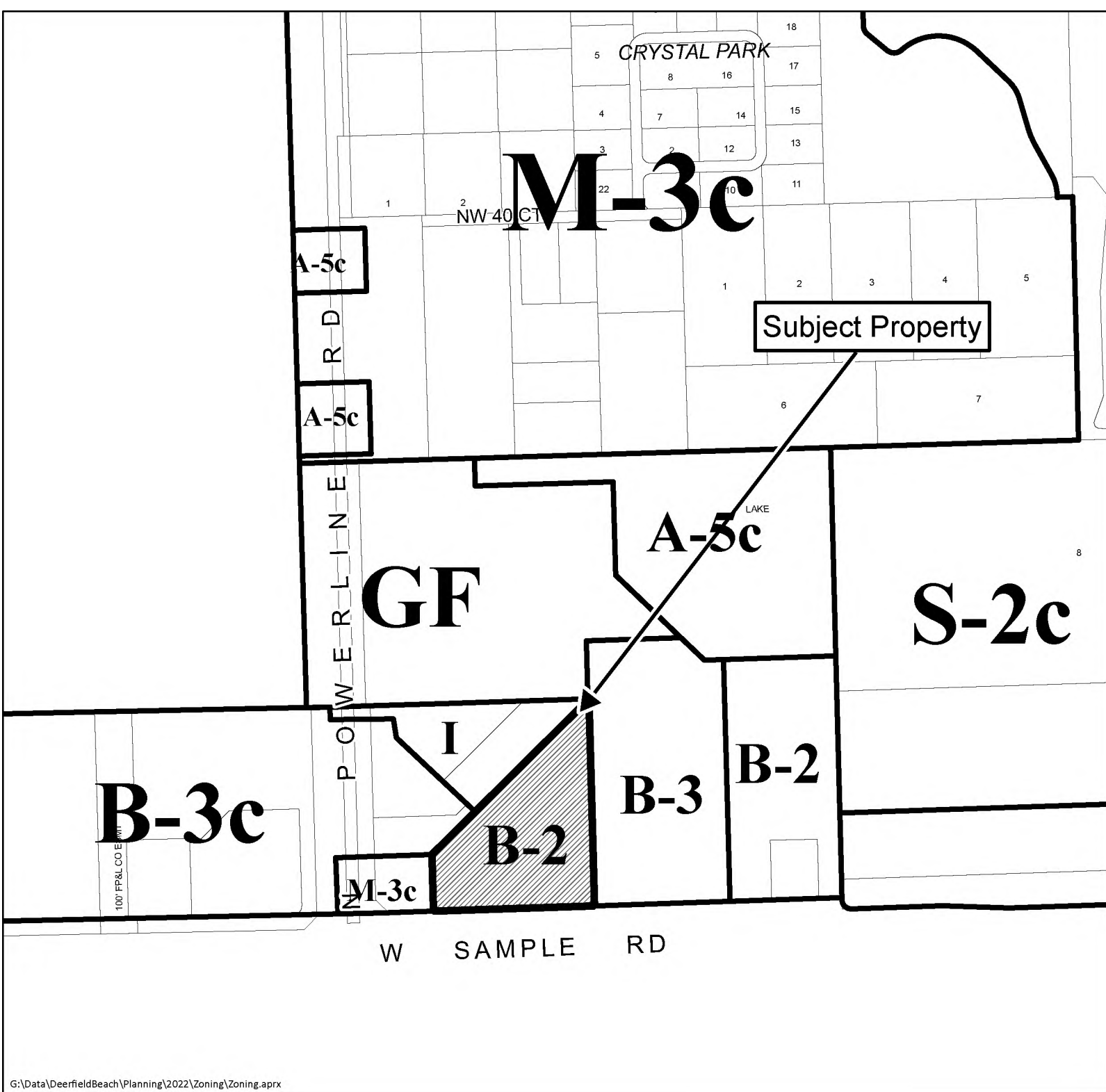
Rezoning Application No. 22-R-197

2001 West Sample Road



For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas





Proposed Zoning Map

Rezoning Application No. 22-R-197

2001 West Sample Road

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	22-R-197												
Project Name:	2001 W Sample Rd.												
Applicant:	Sample Executive Center LLC												
Agent:	Robert Sherman												
Requested Action/Description:	Rezoning application seeking approval to rezone the subject parcel from M3c (Intense Manufacturing & Industrial) to B-2 (Business Highway).												
Location:	2001 W Sample Rd.												
Legal Description:	Generally described as SUMCOT EXECUTIVE PLAZA 119-33 B PART OF PARCEL A, more particularly described in the file												
Size:	2.97 acres												
Existing Zoning:	M3c (Intense Manufacturing & Industrial)												
Existing Land Use:	Industrial												
Future Land Use Plan Designation:	Industrial												
Surrounding Land Use and Zoning:													
	<table><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr><tr><td>North: Recording Studio</td><td>I, Industrial</td></tr><tr><td>East: Tile Sales</td><td>B3c-Intense Commercial Business</td></tr><tr><td>South: Costco (Pompano Beach)</td><td>B-3 General Business</td></tr><tr><td>Northwest: Self-service Car Wash</td><td>I, Industrial</td></tr><tr><td>West: Gas Station</td><td>M3c, Intense Manufacturing</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Recording Studio	I, Industrial	East: Tile Sales	B3c-Intense Commercial Business	South: Costco (Pompano Beach)	B-3 General Business	Northwest: Self-service Car Wash	I, Industrial	West: Gas Station	M3c, Intense Manufacturing
<u>Existing Land Use</u>	<u>Zoning</u>												
North: Recording Studio	I, Industrial												
East: Tile Sales	B3c-Intense Commercial Business												
South: Costco (Pompano Beach)	B-3 General Business												
Northwest: Self-service Car Wash	I, Industrial												
West: Gas Station	M3c, Intense Manufacturing												
Applicable Regulations:	Broward County Code of Ordinances & Deerfield Beach Land Development Code												
Plat Restrictions:	A self-service car wash with six (6) bays and three (3) canopies and 120,165 square feet of office use.												

Department Comments & Requirements

REQUEST: The applicant, Sample Executive Center LLC, is requesting approval to rezone the subject parcel from M3c (Intense Manufacturing & Industrial) to B-2 (Business Highway) to allow for medical office use.

BACKGROUND:

The applicant, Sample Executive Center LLC is requesting to rezone a 2.97-acre parcel with an existing four-story office building to allow for inclusion of medical offices. The site currently houses a cosmetology, and English school and general offices. Medical offices are not a permitted use in the current zoning district of M3c Intense Industrial Use. Therefore, the applicant wishes to rezone the property to the B-2 Commercial District.

The site is located in an area of the City where the property was annexed to the City from Broward County and the Broward County zoning designations were retained at the time of annexation. The annexation agreement indicates that the zoning and land use categories could not be changed without a majority of the governing body.

The property is proposed to be rezoned through the Industrial to Commercial flex option allowed by Broward County. The County allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment. Based on the recent acreage compilation for the 2021 Comprehensive Plan update, there are 981.01 acres of Industrial land in the City. The total acreage available for flex is 196.202 acres. To date, only 25.54 acres in the City have been rezoned to commercial use. The proposed development is 2.97 acres, so if the development is approved, there would still be 167.692 additional acres to flex to commercial use from Industrial.

The proposed rezoning is also consistent with the City's goal to rezone the County-zoned property to the appropriate Deerfield Beach zoning classifications.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, and Engineering). Staff comments have been addressed and staff DRC comments are attached to this report.

Planning & Zoning

PLANNING CONSIDERATIONS:

The criteria below are required to be sufficiently met for a change of zoning:

1. That the petition for a change of zoning will not result in spot zoning or contract zoning.

The property is currently zoned M3c Intense Manufacturing. This site and the gas station site due west of the site, are the only parcels with the Intense Manufacturing zoning designation along the Sample Road corridor, within this area of the City. The remaining uses have business zoning classifications. The other side of Sample Road is Pompano Beach and the properties along that area of Sample Road also

have business zoning classifications. Therefore, the proposed zoning change will not result in spot zoning, but will actually be more consistent with the zoning classifications within the surrounding area.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan.

The first goal in the City of Deerfield Beach Comprehensive Plan is to ensure that development and redevelopment occurring within the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses. Included within this goal is the objective of developing and implementing land use programs which encourage the elimination or reduction of existing land uses that are inconsistent with the community's character and adopted future land use, and a policy that the Land Development Code prohibit the mixing of incompatible land uses. The applicant has presented that the proposed rezoning is consistent with this goal, objective and policy, indicating that a B-2 zoning classification for the existing office building, is more consistent with the community's character than an intense manufacturing zoning classification, and more consistent with the surrounding development.

The City also added a policy to the 2021 Comprehensive Plan which was approved first read by the City Commission on 4/19/2022. FLU 1.26 states that, "The City shall implement a plan to provide for changing future land uses and zoning from Broward County categories to City categories. The rezoning of this property would be consistent with this policy.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary.

As indicated in the application, this property inherited the M3c, Intense Manufacturing zoning classification when the property was annexed from Broward County in 1999 (HB1573). Since that time, both properties to the east have been rezoned to commercial zoning classifications; 1801 W Sample Rd. to B-2 in 2015 (2015/015) and 1901 W Sample Rd. to B-3 in 2008 (2008/001). A WaWa and Wendy's was approved in 2016 (2016/076) west of the site, thus creating a commercial corridor where the Intense Manufacturing district is not the consistent land use.

Further, the present Broward County zoning classification is a result of a decision to maintain the county zoning, when the property was annexed to the City. Since that time, there has been a marked increase in development and redevelopment and the separate zoning regulations between the Deerfield Beach Land Development Code and Broward County Code of Ordinances have created development inconsistencies that have affected the character of the City. This has resulted in the City adopting a policy to rezone County-zoned properties to the most appropriate City zoning designation. The proposed rezoning of this site is consistent with that policy.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities.

The proposed rezoning will not adversely affect residential living in the neighboring area, as there are no residences within 500 feet of the site.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning.

The site is presently developed with a four-story office building, and within 500 feet, the site is surrounded by three (3) gas stations, a car wash, a tile store, a recording studio, a government detention facility, the humane society animal shelter, offices, a bank, and a Costco. Other than the government detention facility, which has a Government Facilities zoning classification, the only Industrial uses within 500 feet are the recording studio and animal shelter, neither of which are intense manufacturing use, and zoned Industrial, not M3c. Therefore, the proposed rezoning to B-2 Business, Highway is compatible with the neighboring development, as the majority of existing uses are business, highway uses.

SUMMARY:

Staff's review of application 22-R-197 has found that the proposed rezoning is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed property as developed, is consistent with the B-2 Business, Highway zoning district, per the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	2001 W. Sample Rd Rezoning	Application No.:	22-R-197
Reviewer Name:	Bonnie Jacobson	Project Address:	2001 W. Sample Rd
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	9/12/2022		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	The new Project coordinator, Bonnie Jacobson, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1a.	Comment acknowledged.
2.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
2a.	Comment acknowledged.
3.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
3a.	Comment acknowledged, per provision of fees to the applicant.
4.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
4a.	Comment acknowledged.
5.	The description of project on the development plan application indicates B-3 zoning district whereas B-2 is proposed in the application responses and plans. Confirm the zoning district being requested and revise application accordingly.

Development Plan Application Comments

5a.	Comment addressed.
6.	Responses were not written within the application form, Attachment E. Response to the rezoning criteria shall be within the application form. Be advised, if response require more space, you may attach additional sheet for rest of response.
6a.	Comment addressed
7.	Digital copy of applicant package was not submitted. Include a CD-ROM of the application set containing all documents per Attachment E checklist. Further, scanned documents which were forwarded to staff were out of order, illegible, and not clearly identified.
7a.	Comment addressed.
8.	Per Section 98-13(b)(6), Provide original signed and notarized agent / applicant consent from all property owners for applicant / agent to represent the project on the owner's behalf. Letter of agent authorization was not provided with the application.
8a.	Comment addressed.
9.	Property has a Future Land Use designation of "Industrial", which does not permit medical uses. Provide explanation of applicant's method of achieving compliance with table of Future Land Use. This must be included in a project narrative as well as Section A and Section B2 of Attachment E.
9a.	Comment addressed.
	New Comment 8/9/22
10.	Flex information appears inconsistent in terms of total acres and 20% flex. Correct information and amend project narrative. It appeared from consultant's comments there are 4.47 acres of commercial flex remaining of a total of 99 acres. Map from Broward County indicates that flex acres are 84 acres. It is unclear if this is total acres available for commercial development or if it is 20% of that number.
10a.	Comment addressed.

B. ATTACHMENT E:

1.	Site Area (gross Acres) is listed on page 2 of 5 as 3.53 acres, while data does not indicate. Confirm the calculation provided in application is accurate and reflective of data from corrected survey.
1a.	Comment addressed.
2.	Provide each response to the criteria in the application form. If additional pages are required to answer the response sheets, you may add pages to include the remaining portions of the responses. Exhibits may be attached, provided they are referenced in the application responses.
2a.	Comment addressed.

C. COVER PAGE:

1.	Revise table of contents to reflect the correct title for each sheet. The survey was provided after the site plan. Revise order of sheets to be consistent with table of contents.
1a.	Comment not applicable. Site plan and landscape plan not relevant to this

Development Plan Application Comments

	application. Per Attachment E, only survey is required.
2.	Per Section 98-13(8)(a)(5) Provide contact information of the applicant, property owner, and architect/engineer of record. The property owner shall be provided on the cover sheet.
2a.	Comment addressed.
	New Comment 8/9/22
3.	Provide same cover page as first submittal with only the survey under the Table of Contents.
3a.	Comment addressed.

D.

SITE PLAN:	
1.	Site plan does not clearly demonstrate existing and required property development requirements. Include minimum lot width and total lot area within site data table. Clarify the section and parking calculation used for each use within the chart.
1a.	Comment not applicable. Site plan and landscape plan not relevant to this application. Per Attachment E, only survey is required.
2.	Per Section 98-13(8)(c)(2), Provide the dimensions of the parking spaces and ADA spaces.
2a.	Comment not applicable. Site plan and landscape plan not relevant to this application. Per Attachment E, only survey is required.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	2001 W Sample Rd Rezoning	Application No.:	22-R-197
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	04/04/22		
Submittal No.:	1		

A.

REZONING:

- | | |
|----|-------------------------------|
| 1. | No Rezoning related comments. |
|----|-------------------------------|



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|--|---|
| ☐ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☐ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☒ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: 2001 W SAMPLE RD

Property Owner: Sample Executive Center LLC

Applicant (if different from Owner): NA

Agent (if different from Owner/Applicant): Robert Sherman

Address of Property: 2001 W. Sample Road, Deerfield Beach, FL 33064

Legal Description of Property (lot, block, tract, subdivision):

SUMCOT EXECUTIVE PLAZA 119-33 B

Description of Project: Rezone from M-3c to B2 to be consistent with the City's current zoning codes and adjacent properties.

New Development (Y/N):	No	Modification to Existing Development (Y/N):	Yes
Zoning District:	M-3c	Future Land Use Category:	Industrial
Existing Use:	Office	Proposed Use:	Office and Medical Offices
Lot Area (acres):	2.97 acres	Number of Dwelling Units (proposed):	
Sq. Ft. of Structure (existing):		Sq. Ft. of Structure (proposed):	

Agent Signature:

Name Printed:

Robert Sherman

Address:

1100 S PENINSULA HWY, #202

Telephone:

(305) 506-7787

Email:

ROBERT@MBADVELOPMENTGROUP.COM

Owner Signature:

Name Printed:

Robert C. Coppola

Address:

190 N. Compass Dr Ft. Lauderdale, FL

Telephone:

954-695-7479

Email:

BC190@AOL.COM

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SPECIFIC STATEMENT IN RESPONSE TO EACH OF THE REQUIREMENTS ON THE FOLLOWING PAGES

A. PROPOSED REZONING

Current Zoning District(s): M-3c Proposed Zoning District(s): B-2

Site Area (Gross Acres): 2.97 acres

Is this request in connection to a Development Plan Application? ☒ Yes ☐ No

Reason for the requested rezoning: Sample Executive Center, LLC is seeking a rezoning of its property located at 2001 West Sample Road, Deerfield Beach. The 2.97-acre site is located on the north side of West Sample Road and east of North Powerline Road. The current zoning designation for the subject property is M-3c. The subject property inherited the designation, which originated from Broward County's dated zoning code, prior to its annexation into into the City of Deerfield Beach (the City). According to the Broward County Code of Ordinances (Chapter 39, Sec. 39-305), the M-3 zoning district is intended for intense manufacturing and industrial uses. This allows for heavy manufacturing and can involve the use, handling, and storage of hazardous materials. Outdoor storage of hazardous materials is also permitted under the code as currently applied. The existing 4-story office building, totaling 55,000 square feet of primarily professional and medical offices, is neither consistent nor safely compatible with the allowable M-3c zoning district uses.

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

(Attach additional page(s) if more space is needed).

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning: The properties to the east and south are zoned B-3 general business while the adjacent western parcel is zoned B-3c. The adjacent property to the north is zoned I (industrial) but is the sole property in the vicinity with that designation. The requested change to zone B-2 will thereby be compatible with a majority of the surrounding parcels and not at odds with the property uses in the wider area.
2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan:
- The proposed rezoning to B-2 is consistent with and accommodates the future land use designation of the property and specifically promotes the Goal, Objective, and Policy of the City's Comprehensive Plan.
- GOAL FLU 1.0: Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses. Response: • The existing use for the subject property is consistent with the surrounding uses and the rezone will maintain the functional mix of allowable commercial uses.
- Objective FLU 1.2: Develop and implement land use programs to encourage the elimination or reduction of existing uses inconsistent with the community's character and adopted future land uses. Response: • The existing M-3c designation, allowing for heavy industrial uses and outdoor chemical storage, is inconsistent with the community's character of highway businesses which is promoted by the City as comprising a mixture of gas stations, offices, and shopping centers.
- Policy FLU 1.2.2: The City's Land Development Code shall prohibit the mixing of incompatible land uses. Responses: • The requested rezone of the subject property will be compatible with the B-2 allowable uses and the uses of adjacent properties.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary:

M-3c is a dated Broward County zoning designation which has not changed since the property was annexed.

Therefore, it has simply become incompatible with the City's current zoning codes. The proposed amendment to the map will accurately reflect the subject property uses and bring it into agreement with the B-2 zoning designation.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities:

There are no residential uses or development within 500 feet of the subject property.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning:

: The adjacent and neighboring uses within 500 feet of the subject property are compatible with the existing 4-story office building. To the south is a Costco Shopping Center and the adjacent eastern property is also an office building. The parcels to the west and north consist of a gas station, the Florida Humane Society, and additional offices.



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowingly assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

NONE

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NONE

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

NONE

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
 5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
 6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Robert Coppola, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Robert Coppola
Signature

JAN 24, 2022
Date

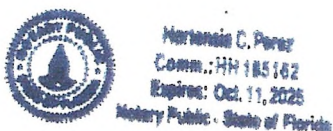
SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 25 day of JANUARY, 2022 by

ROBERT COPPOLA (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 10/11/2025

Commission No.: HH185162



(Signature of Notary Public - State of Florida)

HORTENSIA C. PEREZ
(Print, Type, or Stamp Commissioned Name of Notary Public)



DEVELOPMENT PERMIT APPLICATION DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

NONE

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NONE

PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com



3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Robert Sherman, have received a copy of the ordinance and understand the ordinance requirements.
Applicant

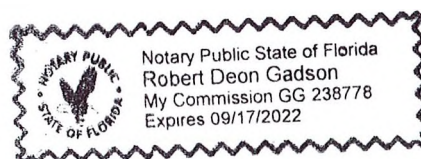
[Signature]
Signature

8/7/22
Date

Sworn to and subscribed before me this 8 day of August, 20 22.

By: Robert Sherman Produced as ID: FLDL

[Signature]
Notary Public, State of Florida



PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com



2001 West Sample Road

Project Narrative

Site address: 2001 West Sample Road, Deerfield Beach, FL 33064

Rezoning:

2001 West Sample Road (the site) is currently an office building, but the defined future land use is Industrial. The site's current zoning of M-3c is a dated Broward County zoning designation which has not changed since the property was annexed into the City of Deerfield Beach. Medical office use is not allowed for properties defined as Industrial and, therefore, the current land use designation is not compatible with the City's current zoning codes. The proposed rezoning will reflect the site's existing 55,000 square feet of office use and bring it into agreement with the B-2 zoning designation (i.e., the correct Highway Business zoning district), which allows for medical office use in the existing office building.

Land Use:

The existing building on site is operated for office use. However, the City's above-mentioned future land use is designated Industrial while the County's land use is designated as Commerce. The existing Industrial land use does allow for offices, but it specifically excludes medical office use. Per Broward County's BrowardNext, however, medical office use is permitted in the Commerce districts. The applicant is requesting that the Industrial land use be correctly adjusted, or flexed, to Commercial and, as a result, correctly rezoned to the City's B-2 designation which simply allows for medical office use in the existing building.

GOAL FLU 7.0: Develop, administer and update a planning program which is consistent with the Broward County Land Use Plan and which coordinates with the comprehensive plans of Broward County, the City of Coconut Creek, the City of Pompano Beach, the City of Lighthouse Point, the Town of Hillsboro Beach, the City of Boca Raton, neighboring Palm Beach County and appropriate special districts.

Policy FLU 7.1.3: The City of Deerfield Beach shall utilize "Flexibility Zones," "Flexibility Units," and "Reserve Units" in accordance with the definitions, rules, and procedures established in the "Broward County Land Use Plan Administrative Rules Document."

Broward County's Administrative Rules allow the land designated "Commerce" on the Broward County Land Use Plan to provide flexibility for up to twenty percent (20%) of the municipality's future industrial designation land use to be "flexed" to commercial use.

The City of Deerfield Beach Unified Flexibility Zone has 981.0 acres of Industrial Land Use area. The 20% allowable flex area is 196.2 acres. As of today, 25.54 acres of the industrial allowable flex area have been used which leaves 170.66 acres remaining. The subject site is requesting 2.97

acres of industrial future land use be flexed to commercial land use. The city will have 167.69 acres remaining for future industrial flexibility allocation.

	Acres
Total Industrial Land Area	981.00
20% of Total Industrial for Flexibility Allocation	196.20
Total Flexibility Allocated for Other Projects	-25.54
Remaining Area for Flexibility Allocation	170.66
Project Area	-2.97
Balance Remaining in the City of Deerfield Beach	167.69



PROJECT INDEX	
SHEET	TITLE
G-001	COVER SHEET
S-100	SURVEY

REZONING

FOLIO # 4842 15 16 0010

2001 WEST SAMPLE ROAD

DEERFIELD BEACH

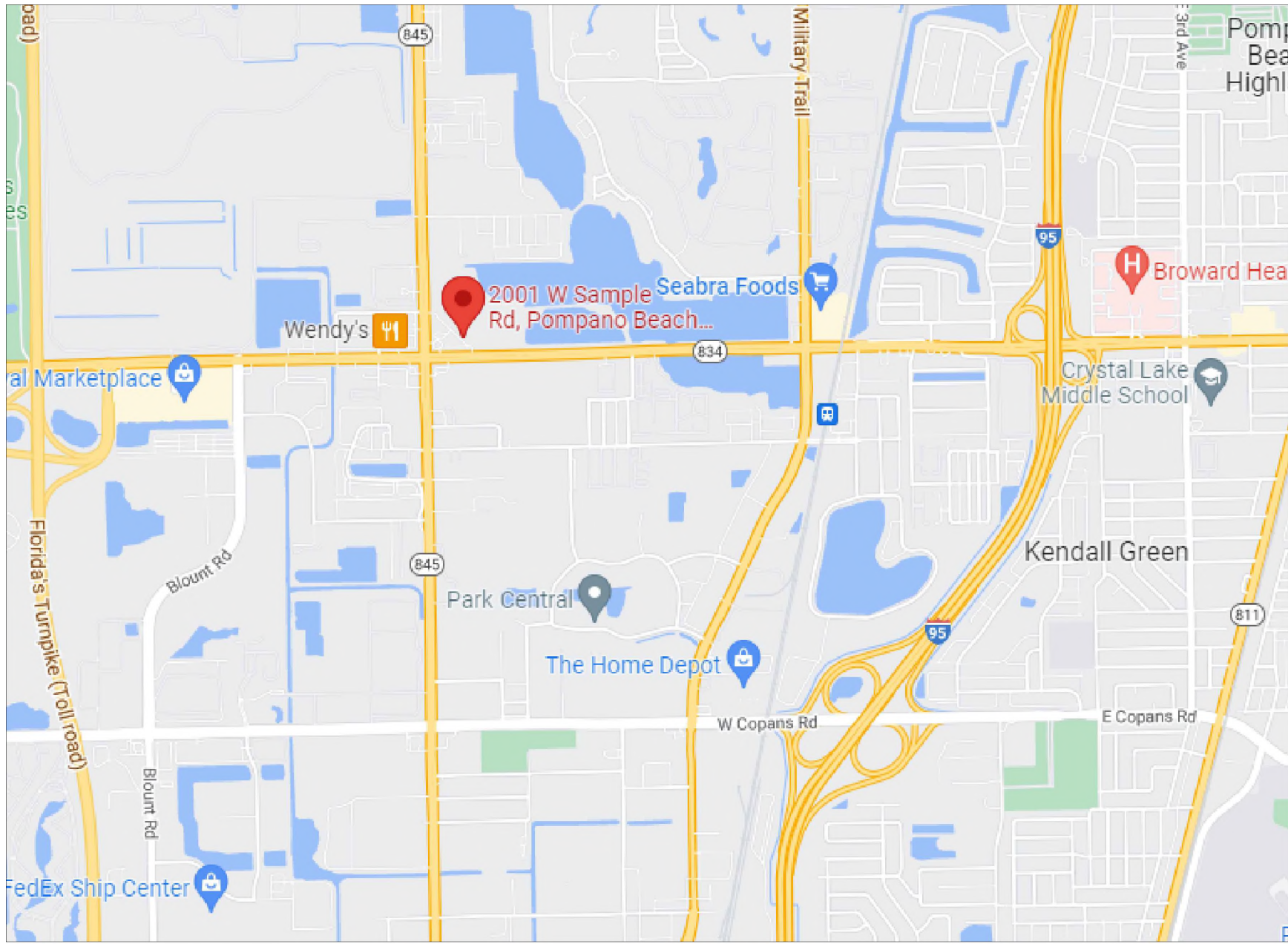
PROJECT DESCRIPTION

PROJECT SCOPE: REZONING FROM M-3c COUNTY ZONING TO A B-2 CITY OF DEERFIELD BEACH ZONING DESIGNATION

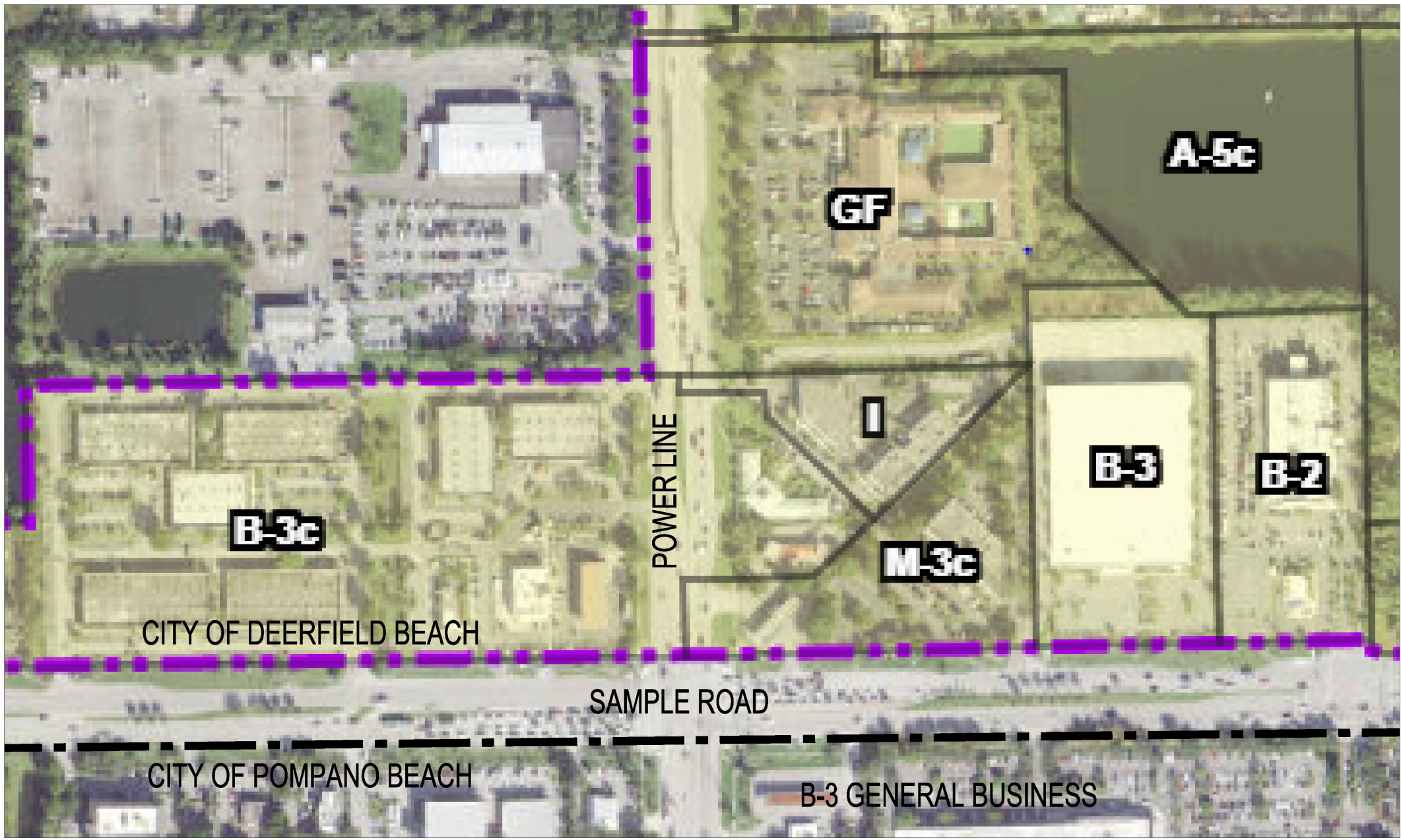
PROJECT LOCATION: THE LOT LOCATED AT 2001 WEST SAMPLE ROAD DEERFIELD BEACH FL 33064
FOLIO ID: 4842 15 16 0010

PROJECT OWNER: MBA DEVELOPMENT GROUP, INC.
1100 S. FEDERAL HIGHWAY, SUITE 22, DEERFIELD BEACH FL 33434
PH: 305.586.7787
APPLICANT CONTACT: ROBERT SHERMAN

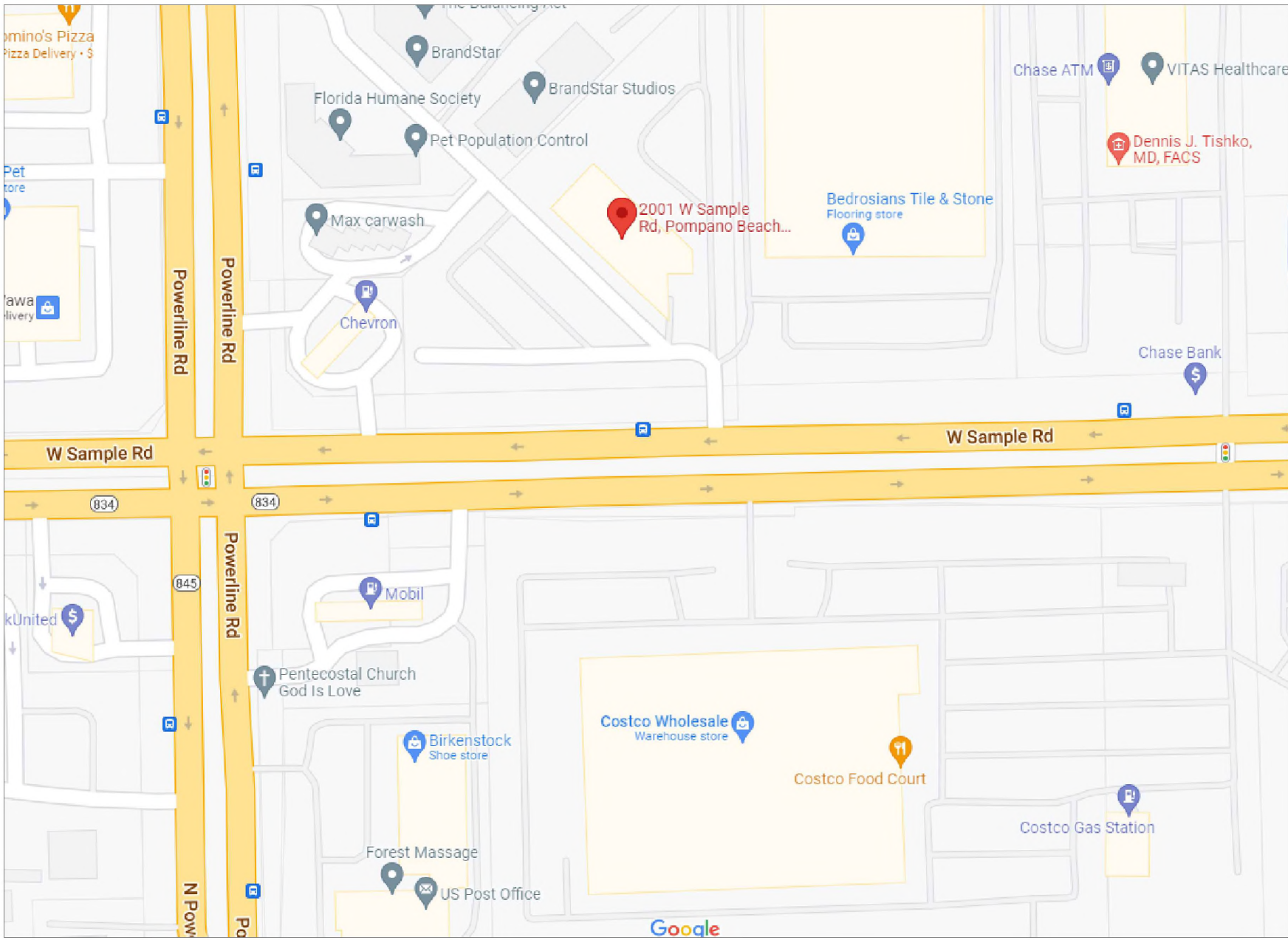
PROJECT ARCHITECT: GALLO HERBERT ARCHITECTS
1311 NEWPORT CENTER DRIVE, SUITE A, DEERFIELD BEACH FL 33442
PH: 954.794.0300



A1 LOCATION MAP
NOT TO SCALE



A3 CITY ZONING MAP
NOT TO SCALE



A5 SPECIFIC LOCATION MAP
NOT TO SCALE

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
P.H. 954.794.0300 F.X. 954.794.0301

AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440

BRIAN P. HERBERT FL AR0015474
PROJECT

REZONING

2001 WEST SAMPLE RD
DEERFIELD BEACH

OWNER:

SAMPLE EXECUTIVE
CENTER, LLC

REVISIONS		
No.	Description	Date

PROJECT STATUS

PLANNING
SUBMITTAL

DATE:

03-07-2022

PROJECT NUMBER

28-2022

DRAWN BY: AIB
CHECKED BY: BPH
DRAWING TITLE:

COVER SHEET

DRAWING NUMBER

G-001

ALTA/NSPS LAND TITLE SURVEY

DESCRIPTION:

PARCEL 1

A PORTION OF PARCEL "A", SUM COT EXECUTIVE PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH RIGHT-OF-WAY LINE OF SAMPLE ROAD, FOR A DISTANCE OF 434.49 FEET; THENCE NORTH 00°15'56" EAST FOR A DISTANCE OF 153.01 FEET; THENCE NORTH 47°08'12" EAST FOR A DISTANCE OF 596.53 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°21'19" WEST, ALONG THE EAST LINE OF SAID PARCEL "A" FOR A DISTANCE OF 558.81 FEET TO THE POINT OF BEGINNING.

PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND DEVELOPMENT AGREEMENT BY AND BETWEEN NATURAL HEALTH TRENDS CORP., A FLORIDA CORPORATION, AND JUSTIN REAL ESTATE CORP., A FLORIDA CORPORATION, DATED OCTOBER 29, 1997, FILED OCTOBER 31, 1997, IN OFFICIAL RECORDS BOOK 27220, PAGE 955; FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A", SUMCOI EXECUTIVE PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 119, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°00'00" WEST ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 89°49'27" EAST FOR A DISTANCE OF 17.26 FEET; THENCE SOUTH 44°45'09" EAST FOR A DISTANCE OF 355.52 FEET; THENCE NORTH 46°52'14" EAST FOR A DISTANCE OF 24.01 FEET; THENCE NORTH 44°45'09" WEST FOR A DISTANCE OF 366.25 FEET; THENCE SOUTH 89°49'27" WEST FOR A DISTANCE OF 27.38 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA.
CONTAINING 129,450 SQUARE FEET / 2.97 ACRES, MORE OR LESS.

EXHIBIT "B" - EXCEPTIONS

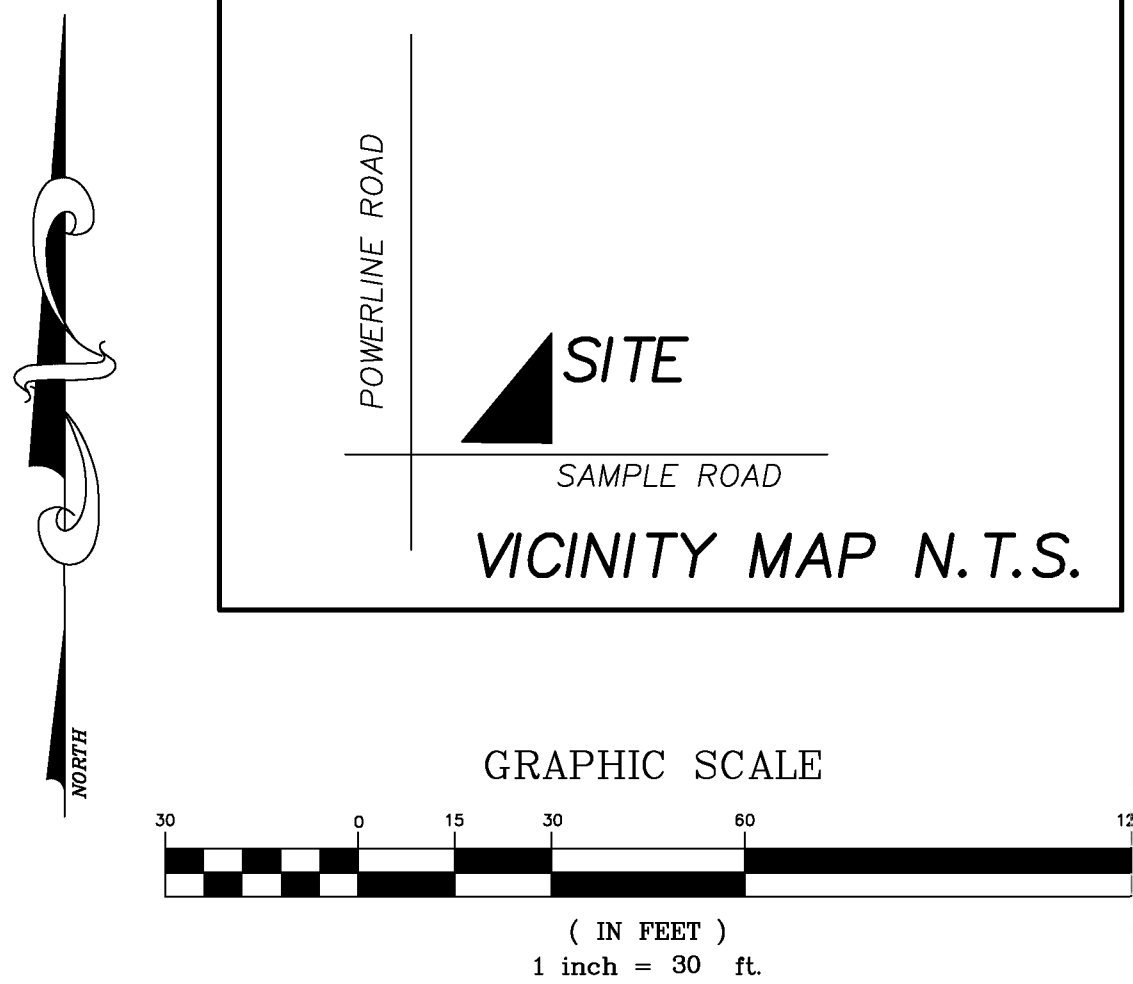
ABSTRACTED BY BY WILLIAM S. KRAMER (FLORIDA BAR NO. 311863)
OF BRINKLEY MORGAN ATTORNEYS AT LAW
COVERING THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
FROM THE BEGINNING ON NOVEMBER 15, 2021 AT 11:00 A.M.

1. TAXES FOR THE YEAR OF THE EFFECTIVE DATE OF THIS POLICY AND TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **AFFECTS – NOT PLOTTABLE**
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS – NOT PLOTTABLE**
3. THE FOLLOWING MATTERS AS SET FORTH ON THAT CERTAIN SURVEY PREPARED BY CAULFIELD & WHEELER, INC. PROJECT NO. 4203-1, DATED FEBRUARY 13, 2002, LAST REVISED JUNE 14, 2004: ENCROACHMENT OF FOUR STORY CBS BUILDING ONTO UTILITY EASEMENT FILED IN OFFICIAL RECORDS BOOK 15666, PAGE 657. **AFFECTS – AS SHOWN**
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS, INCLUDING BUT NOT LIMITED TO RIGHTS TO A LIEN PURSUANT TO NOTICE OF COMMENCEMENT FILED OCTOBER 25, 2021 IN INSTRUMENT #117083766. **AFFECTS – NOT PLOTTABLE**
5. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. **MAY AFFECT – BLANKET IN NATURE**
6. RESTRICTIONS, DEDICATIONS AND EASEMENTS CONTAINED IN PLAT OF SUMCOT EXECUTIVE PLAZA FILED ON APRIL 11, 1984, IN PLAT BOOK 119, PAGE 33. **AFFECTS – AS SHOWN**
7. RESOLUTION DESIGNATING AREA OF OPERATION OF BROWARD COUNTY WATER AND SEWER SYSTEM NO. 2, FILED ON JANUARY 23, 1969, IN OFFICIAL RECORDS BOOK 3843, PAGE 406. **AFFECTS – NOT PLOTTABLE**
8. OWNER'S AGREEMENT FILED ON JANUARY 14, 1982, IN OFFICIAL RECORDS BOOK 9981, PAGE 138. **AFFECTS – NOT PLOTTABLE**
9. EASEMENT FILED ON DECEMBER 12, 1985, IN OFFICIAL RECORDS BOOK 13034, PAGE 40. **AFFECTS – AS SHOWN**
10. RESOLUTION FILED IN OFFICIAL RECORDS BOOK 13062, PAGE 463. **AFFECTS – NOT PLOTTABLE**
11. DEVELOPER'S AGREEMENT FILED ON OCTOBER 16, 1986 IN OFFICIAL RECORDS BOOK 13818, PAGE 687; AFFIDAVIT FILED AUGUST 4, 1988, IN OFFICIAL RECORDS BOOK 15666, PAGE 654. **AFFECTS – NOT PLOTTABLE**
12. EASEMENT FILED ON DECEMBER 24, 1985, IN OFFICIAL RECORDS BOOK 14350, PAGE 814. **AFFECTS – AS SHOWN**
13. EASEMENT FILED ON AUGUST 4, 1988, IN OFFICIAL RECORDS BOOK 15666, PAGE 657. **AFFECTS – AS SHOWN**
14. LETTER OF PROTECTION FILED ON AUGUST 4, 1988, IN OFFICIAL RECORDS BOOK 15666, PAGE 661. **AFFECTS – NOT PLOTTABLE**
15. RECIPROCAL EASEMENT AND DEVELOPMENT AGREEMENT FILED ON OCTOBER 31, 1997, IN OFFICIAL RECORDS BOOK 27220, PAGE 955. **AFFECTS – AS SHOWN**
16. MEMORANDUM OF LEASE AGREEMENT FILED ON FEBRUARY 21, 2003, IN OFFICIAL RECORDS BOOK 34615, PAGE 882. **AFFECTS – NOT PLOTTABLE**
17. MEMORANDUM OF LEASE FILED ON OCTOBER 31, 2008, IN OFFICIAL RECORDS BOOK 45785, PAGE 244. **AFFECTS – NOT PLOTTABLE**
18. MEMORANDUM OF ROOFTOP LEASE AND ASSIGNMENT AGREEMENT FILED ON SEPTEMBER 30, 2015, IN OFFICIAL INSTRUMENT NUMBER #113257729. **AFFECTS – NOT PLOTTABLE**
19. NOTICE OF COMMENCEMENT FILED OCTOBER 25, 2021, IN OFFICIAL INSTRUMENT NUMBER #117683766. **AFFECTS – NOT PLOTTABLE**

TYPICAL LEGEND NOTES

A/C - AIR CONDITIONER
 L - ARC LENGTH
 ASPH. - ASPHALT
 ALUM. - ALUMINUM
 BLDG. BUILDING
 BLK. - BLOCK
 C & G - CURE AND GUTTER
 C.B. - CATCH BASIN
 C.M.P. - CORRUGATED METAL PIPE
 C.O. - CLEANOUT
 CALC. - CALCULATED
 CABLE - CABLE TELEVISION RISER
 CBS - CONCRETE BLOCK & STUCCO
 CONC. - CONCRETE
 COR. - CORNER
 COV. COVERED
 E.D. - DRAINAGE EASEMENT
 E.P. - EDGE OF PAVEMENT
 E.O.W. - EDGE OF WATER
 ELEC. - ELECTRIC
 ELEV. - ELEVATION
 ESMT. - EASEMENT
 EXIST. - EXISTING
 F.H. - FIRE HYDRANT
 F.P.L. - FLORIDA POWER & LIGHT
 FIN. - FINISHED
 FLR. - FLOOR
 FND. - FOUND
 G.V. - GATE VALVE
 I.P. - IRON PIPE
 I.R./CAP - IRON ROD & CAP
 INT. - INTERSECTION
 INV. - INVERT
 L.P. - LIGHT POLE
 CHATT.-CHATAHOOCHEE
 L.W.D.D.-LAKE WORTH
 DRAINAGE DISTRICT
 ① - STORM MANHOLE
 ② - SANITARY MANHOLE
 RCP - REINFORCE CONCRETE PIPE
 I.E./-INGRESS-EGRESS
 EASEMENT
 LOW. - LOWEST
 M.H. - MANHOLE
 M. - MEASURED
 MON. - MONUMENT
 N/T - NAIL & TAB
 NO. - NUMBER
 O.E. - OVERHEAD ELECTRIC
 O/L - ON LINE
 O/S - BUILDING OFFSET
 O.R.B. - OFFICIAL RECORD BOOK
 P.B. - PLAT BOOK
 P.C. - POINT OF CURVATURE
 P.C.P. - PERMANENT CONTROL POINT
 P.I. - POINT OF INTERSECTION
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 P.P. - POWER POLE
 P.R.M. - PERMANENT REFERENCE MONUMENT
 PROP. - PROPOSED
 P.T. - POINT OF TANGENCY
 R - RADIUS
 R.R. - RAILROAD
 R/W - RIGHT-OF-WAY
 RES. - RESIDENTIAL
 RGE. - RANGE
 R.H. - RIGHT-OF-WAY
 S.B.T. - SOUTHERN BELL TELEPHONE
 SAN. - SANITARY
 SEC. - SECTION
 SQ. FT. - SQUARE FEET
 T.O.B. - TOP OF BANK
 T.V. - TELEVISION
 TWP. - TOWNSHIP
 U.E. - UTILITY EASEMENT
 W.M. - WATER METER
 Δ - DELTA (CENTRAL ANGLE)
 ALUM.- ALUMINUM
 M.A.P. - MAST ARM POLE
 A.L.P. - ALUMINUM LIGHT POLE
 W.V. - WATER VALVE
 I.R.V. - IRRIGATION CONTROL VALVE
 (P) - PLAT
 (D) - DESCRIPTION
 N.V.A.L. - NON-VEHICULAR ACCESS LINE
 RPZ - BACKFLOW PREVENTOR
 W.W. - MONITORING WELL

 SET 5/8" IR/CAP LB 3591
 DENOTES PROPOSED ELEVATION
 DIRECTION OF FLOW



PARKING TABULATION

REGULAR SPACES	233
HANDICAP SPACES	7
TOTAL SPACES	240

NOTES:

1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THEORETICAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF SAMPLE ROAD BEARING S 90° 00' 00" W.
3. THE "DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE BRINKLEY MORGAN ATTORNEYS AT LAW.
4. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
5. ALL RECORD DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA UNLESS OTHERWISE NOTED.
6. FLOOD ZONE: "X" (SHADED); COMMUNITY PANEL NO. 125101 0170 H. DATED: AUGUST 18, 2014.
7. LANDS SHOWN HEREON WERE ABSTRACTED BY BY WILLIAM S. KRAMER (FLORIDA BAR NO. 311863) OF BRINKLEY MORGAN ATTORNEYS AT LAW, 2255 LADES ROAD, SUITE 414E, BOCA RATON, FLORIDA 33431 COVERING THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FROM THE BEGINNING ON NOVEMBER 15, 2001 AT 11:00 A.M.
8. PROPERTY ADDRESS: 2001 WEST SAMPLE ROAD, DEERFIELD BEACH, FL 33442.
9. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

CERTIFIED TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1,2,3,4,7(A),8,9,11 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON **DECEMBER 10, 2021**

DATE OF DRAWING: **DECEMBER 16, 2021**

JEFFREY R. WAGNER, PLS
REG. LAND SURVEYOR #5302
STATE OF FLORIDA - LB #3591

ADDED TITLE INFO AND NEW LEGAL	6/14/04	DPL
ADD CERTIFICATION	6/10/04	JJ
UPDATE SURVEY	5/27/04	GAT
ADDED FLOOD ZONE INFORMATION	1/17/03	B&F
UPDATE SURVEY	12/26/02	B&F
REVISIONS		BY
FILE NAME 4203 SURVEY -- DEC 2021		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SUMCOT EXECUTIVE PLAZA
A PORTION OF PARCEL "A"
ALTA/NSPS LAND TITLE SURVEY

DATE	2/13/02
DRAWN BY	GDG
F.B./ PG.	N/A
SCALE	1"=30'

JOB # 4203-2
SHT.NO. 1
OF 2 SHEETS



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1636

Agenda Date: 12/6/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2023-024: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Attached is the annual update of the five-year schedule of Capital Improvements for the next five years (FY 2023 – FY 2027) for the City's Capital Improvement Element of the Comprehensive Plan. Florida State Statutes require that each municipality update their Capital Improvement Element to reflect changes made to the Capital Improvement Plan which was adopted by the City Commission on September 14, 2022. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

This year, changes have been made to reflect the Evaluation and Appraisal Report that was approved by the City Commission on first reading on April 19, 2022.

All data related to capital improvement projects was collected from the adopted Capital Improvement Plan; notwithstanding, approving this item, does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five-year plan and the current five-year plan. These changes are shown in Table 10.3 – Five Year Schedule for Capital Improvements for FY 2023-2027 and Table 10.4 – Five Year Schedule of Capital Improvements Summary by Functional Category 2023-2027. Additional changes in this section are numerical updates to each fund's revenue source.

Upon approval, the CIE will be sent to the Florida Department of Economic Opportunity as required.

On October 6, 2022, the Planning and Zoning Board voted to recommend approval of the proposed update.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT (“CIE”) IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT “A”; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3177(3)(b)(1), Florida Statutes, provides that the CIE must be reviewed on an annual basis and modified to update the five-year schedule of capital improvements, which may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, the purpose of the CIE and schedule is to identify capital improvements needed to implement the Comprehensive Plan and ensure adopted Level of Service Standards are achieved and maintained for concurrency related facilities; and

WHEREAS, Table 10.3 of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan sets forth a “Five Year Schedule of Capital Improvements”; and

WHEREAS, the Department of Planning and Development Services has prepared the required five-year schedule in accordance with the standards and requirements set forth in Section 163.3177, Florida Statutes; and

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing on October 6, 2022, to review the proposed updated five-year schedule for Fiscal Years 2023-2027 and has forwarded a recommendation of approval to the City Commission; and

WHEREAS, the City Commission, after review of the recommendations of the staff, the Local Planning Agency, comments made at the public hearing, and careful consideration of the issues, finds that the proposed update to the five-year schedule of capital improvements and the associated tables for Fiscal Years 2023-2027 are in the best interest of the health, safety, and welfare of the citizens of the City of Deerfield Beach.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. That Table 10.3 “Five Year Schedule of Capital Improvements” of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan for Fiscal Years 2023-2027 is hereby updated and adopted in compliance with Section 163.3177, Florida Statutes, as more specifically set forth in the attached Exhibit “A.”

Section 3. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

Section 5. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A



Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY2023-FY2027

VOLUME 10.0



**CAPITAL IMPROVEMENTS ELEMENT
OF THE
DEERFIELD BEACH COMPREHENSIVE PLAN**

**Adopted December 6, 2022
Revised Capital Improvement Plan FY23-FY27**

Prepared by the
City of Deerfield Beach

In compliance with the Local Government Comprehensive Planning and
Land Development Regulation Act and Florida State Statute Chapter 163

CITY OF DEERFIELD BEACH

City Commission

Bill Ganz, Mayor
Michael Hudak – Vice Mayor
Ben Preston – District 2
Bernie Parness – District 3
Todd Drosky – District 4

Office of the City Manager

David Santucci, City Manager
Horace McHugh, Deputy City Manager

Office of the City Attorney

Anthony Soroka, City Attorney

Planning and Zoning Board

Thomas Plaut, Chairman
Brian Bennett, Vice Chairman
Michelle Balaun
William Lane
Bridget Beckford
Alternates:
David Kurlander
Joe Chancy
Kanthiah E. Chandran

Planning and Development Services

Eric Power, Director
Christopher Suneson, Assistant Director
Bonnie Jacobson, Senior Planner
Alexia Howald, Planner
Rafaela Thermidor, Planner
Emily Cortez, Assistant Planner

Financial Services

Stephanie Tinsley, Chief Financial Officer

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10.0 CAPITAL IMPROVEMENTS ELEMENT

10.1 INTRODUCTION

The Florida legislature mandated that local governments plan for the availability of public facilities and services to support development concurrent with the impact of such development. Consequently, the Capital Improvements Element (CIE) and Schedule of Improvements has become the “cornerstone” of achieving this mandate. The purpose of the CIE is to: 1) identify the capital improvements that are needed to implement the Plan; 2) ensure that adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities (sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, including mass transit; 3) estimate the costs of improvements for which local government has fiscal responsibility; 4) analyze the fiscal capability of the local government to finance and construct improvements; and 5) adopt financial policies to guide the funding and construction of improvements. The CIE must demonstrate the economic feasibility and fiscal responsibility of the comprehensive plan.

10.2 GOALS, OBJECTIVES AND POLICIES

Consistent with Florida Statute 163.3177 (3)(a), the purpose of the Capital Improvements Element (CIE) is to:

1. Consider the need for and the location of public facilities in order to encourage the efficient use of such facilities.
2. Outline principles for public facilities construction, extension, capacity increase, and deficiency correction over at least a 5-year period.
3. Estimate public facility costs, including the identification of when facilities will be needed, the general location of facilities, and projected funding sources.
4. Ensure the availability and adequacy of public facilities to meet established levels of service.
5. Establish a schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility.
6. Identify as funded or unfunded and prioritize, any projects required to achieve and maintain adopted level-of-service standards.
7. Identify transportation improvements included in the applicable metropolitan planning organization’s transportation improvement program to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.
8. Coordinate the capital improvements schedule with the Broward Metropolitan Planning Organization’s Long-Range Transportation Plan.

Pursuant to Florida Statute, the CIE must be reviewed annually. Modifications that update the 5-year capital improvement schedule may be accomplished by ordinance and are not considered amendments to the comprehensive plan.

10.2.1 Capital Improvements Goals, Objectives and Policies

GOAL CIE 1.0: The City will provide, in a timely and cost effective manner, whatever public facilities are necessary within its jurisdiction to meet the adopted level of service standards established by the comprehensive plan.

Objective CIE 1.1: Capital improvements will be provided as a means to meet existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the Five-Year Schedule of Improvements.

Policy CIE 1.1.1: The City shall include all projects identified in the other elements of this plan and having a cost of at least \$25,000, as capital improvement projects within the Five Year Schedule of Improvements of this element.

Policy CIE 1.1.2: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the Five Year Schedule of Improvements which are meant to correct existing deficiencies.

Policy CIE 1.1.3: The City Manager, in conjunction with the annual updating of the Five-Year Capital Improvement Program and the Five-Year Schedule of Improvements, shall evaluate proposed projects and make recommendations to the City Commission based on the following criteria.

- a) the project will maintain appropriate level of service standards,
- b) the project preserves and protects, public health and safety, fulfills the city's legal commitment to provide facilities and services, or achieves full use of existing facilities.
- c) the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides service to developed areas lacking full service.
- d) the project is financially feasible, in terms of both capital and operational costs, and represents a logical extension of existing facilities and services.
- e) the project is consistent with County plans and the plans of other agencies.

Policy CIE 1.1.4: The Capital Improvements Element shall be updated on an annual basis per the requirements of Section 163.3177(3)(b), F.S.

Policy CIE 1.1.5: Continue implementation of approved master plans as outlined within the Transportation, Recreation and Utility Elements.

Policy CIE 1.1.6: The City shall continue to provide for the availability of public facilities and services needed to support previously approved and new development concurrent with the impact of such development.

Objective CIE 1.2: Public expenditures that subsidize development in coastal high hazard areas (CHHA) will be limited to those improvements, if any, included in the Coastal Management Element.

Policy CIE 1.2.1: The City shall expend funds in high hazard coastal areas for the replacement and renewal of existing public facilities, but will not encourage the development of additional public facilities, unless those facilities will increase public safety and the ability to evacuate the coastal area when necessary.

Policy CIE 1.2.2: The City shall continue to provide or require provision of public recreational facilities and parking within the high hazard coastal areas.

Policy CIE 1.2.3: Appropriations for infrastructure shall be made only to maintain existing infrastructure within CHHA unless LOS standards are not being met.

Objective CIE 1.3: Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards.

Policy CIE 1.3.1: The City will explore various impact fees which have proven successful in other jurisdictions and will consider their adoption if they appear to be reasonable and can be administered in a cost effective and equitable manner. Such impact fees will be used to assess new developments a pro rata share of the costs necessary to finance public facility improvements necessitated by said developments in order to adequately maintain adopted level of service standards.

Policy CIE 1.3.2: Bond funding alternatives will be evaluated for all projects to ensure that the future population shares in construction costs.

Objective CIE 1.4: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy CIE 1.4.1: Prior to the issuance of certificates of occupancy, the City shall provide for all public facilities needed to serve development for which development orders were previously issued.

Policy CIE 1.4.2: General obligation bonds, backed by the full faith and credit of the City, shall be issued only if all general obligation bonds outstanding at the time

together with the amounts of bonds proposed to be issued does not exceed two percent (2%) of the assessed valuation of taxable property.

Policy CIE 1.4.3: The annual adoption of a Five-Year Capital Improvement Program shall be an integral part of the City's annual budgeting process.

Policy CIE 1.4.4: The City shall account for its water and sewer and solid waste operations through the use of enterprise funds.

Policy CIE 1.4.5: The water and sewer and solid waste operations shall be fully supported by their respective rate structures.

Policy CIE 1.4.6: The City shall attempt to keep its year-end general fund balance at a level equal ten percent (10%) (for unassigned fund balance) and five percent (5%) (for committed fund balance) of the total general fund expenditures and transfers for that year.

Policy CIE 1.4.7: Efforts shall be made to secure grants or private funds whenever available to finance the provision of capital improvements.

Policy CIE 1.4.8: The City shall use its fiscal policies to direct its capital expenditures toward improvements which recognize the policies established within the other elements of this comprehensive plan.

Objective CIE 1.5: Decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed. Such land use decisions will be coordinated with the Five Year Schedule of Capital Improvements which is designed to maintain the adopted level of service standards.

Policy CIE 1.5.1: The City shall use the following level of service standards in reviewing the impacts of new development and redevelopment upon public facilities:

- **Sanitary Sewer Wastewater Treatment:** The LOS standard for the City's service area shall be 126 gallons average annual daily flow per capita of permanent populations. Non-residential flows are included in this factor.

Wastewater treatment and disposal capacity for customers living in the-city, but served by the Broward County wastewater system are set by the county per their Comprehensive Plan.

- **Solid Waste:** The LOS for collection (including municipal solid waste and recyclables) is 5.4 lbs/capita/day. The LOS for solid waste disposal is 7.0 lbs/person/day.
- **Stormwater Management:** The level of service standards for drainage will be consistent with the regulations of the South Florida Water Management District (SFWMD), Broward County Water Resources Management Division (WRMD), and the Florida Building Code. The City has no additional drainage standards and abides by those of the WRMD and SFWMD. The application of level of service standards are based on regulatory systems set up by the SFWMD, Broward County and the City of Deerfield Beach. Together they assure that development orders are not issued unless necessary drainage facilities will be in place. These regulations include:
 - a) Drainage discharge quantity shall be determined from a three-day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.
 - b) First floor elevations in high risk areas shall be set at or above the 100-year storm flood elevation per the most recent Flood Rate Insurance Map.
 - c) Street elevations shall be set at or above the 10-year design storm flood elevation per the County's Flood Criteria Map.
 - d) Water quality shall be considered preserved when ½ inch of stormwater runoff is retained on-site or as required.
- **Potable Water:** The LOS for the City's service area is 175 gallons per capita per day (gpcd) for average annual residential service.

Potable water needs for customers who are within the City limits but served by the Broward County system is set by the county according to the Broward County Comprehensive Plan. The County's Level of Service (LOS) standard is an average day flow demand. The potable water average day demand is multiplied by a factor for each particular water district to determine the maximum day demand available for supply that is being requested. An analysis of available potable water capacity is then included prior to commitments to serve permitted undeveloped projects, as well as current customer usage.
- **Recreation and Open Space:** The City shall provide a minimum LOS of three (3) acres of community and/or regional parks within the city limits for

every 1,000 permanent residents, including those areas annexed from Broward County. Recreational LOS acreage shall comply with the requirements outlined in the Broward County Comprehensive Plan.

- **Transportation Concurrency:** LOS standards for roadways shall be as follows:

a.) City collector roadways: LOS D for peak hour travel.

b.) State and county arterial roadways: Shall comply with the County's transit oriented concurrency (TOC) standards for the Northeast District. Within the Northeast Concurrency District, the transportation LOS standard for the purpose of issuing development orders and permits are to achieve and maintain the following.

- Increase transit ridership 10%
- Provide 1.4 million fixed-route revenue service hours
- Construct bus shelters at 1/3 of stop locations
- Maintain average fleet age of 6 years or less
- Maximum vehicular traffic volume 75% above LOS standard*
- Ensure adequate transit maintenance infrastructure to accommodate fleet demand
- Study and develop two additional intermodal transit centers
- Increase fixed-route fleet by up to 15 vehicles to support new and expanded service
- Procure up to 40 vehicles to support Community Bus operations."

The Northeast TCMA includes the following standards in addition to the Overall standards listed above.

- 30-minute peak hour headways on 70% of bus routes
- Maintain and enhance Northeast Transit Center

***Peak Hour Two-Way Maximum Service Volumes**

	State and County Roadways
Two-lane arterials	2,800
Four-lane arterials	6,265
Six-lane arterials	9,433
Eight-lane arterials	12,618

The Maximum Service Volumes are calculated from "Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas," published by the Florida Department of Transportation, as 75% above the volumes for Class IV State Two-Way Arterials, for Level of Service E, for the Eastern Core District; and as 75% above the volumes for Class II State Two-Way Arterials, for Level of Service D, for all other Districts.

[Note: Headway standards apply only to non-contract BCT routes].

c.) The transportation LOS standards for the purpose of long range transportation planning are per the policies of the Broward County Transportation Element as noted below:

For roadway facilities included in the Strategic Intermodal System (SIS) or the Florida Intrastate Highway System (FIHS), the Generalized Peak Hour Two-way Level of Service Standard, established by the Florida Department of Transportation shall be per Table 10.1.

Table 10. 1 Long Range Transportation Planning LOS

Roadway	Roadway Segment	LOS Target
<i>SIS Corridors</i>		
Florida Turnpike & Homestead Ext.	Miami-Dade County line to Palm Beach County line	D
Interstate 95	Miami-Dade County Line to Palm Beach County line	D
Sawgrass Expressway	Interstate 75 to east of I-95 ramps via S.W. 10 th Street	D
<i>SIS Connectors</i>		
Deerfield Beach Amtrak/Tri-Rail Station	I-95 to Hillsboro Blvd Entrance	D
Pompano Beach Tri-Rail Station	I-95 to Sample Rd. to 8 th Ave. Entrance	D

The LOS letter designations are defined in FDOT's 2020 Quality/LOS handbook unless an alternative (as refined through identification mobility strategies) standard is agreed to in writing by FDOT

State law requires FDOT to develop a five-year work program which list all transportation projects and planned expenditures over the next five years. As a component of that plan, SIS project funding shall be in accordance with the FDOT five-year work program. The SIS Cost Feasibility Plan will be the primary source of SIS projects that are selected for inclusion in the work program. The financial feasibility of SIS and FIHS roadway projects are subject to Federal guidelines for use of Federal funds and their eligibility.

Based on policies of the Broward County Transportation Element, the County shall adopt a five-year County Transit Program (CTP) that is projected to achieve the LOS standards for Transportation Concurrency as stated above. The County Commission shall ensure that the CTP is a financially feasible plan. The CTP shall be updated annually. Any change in the County's LOS standard will require an amendment to the County's Transportation Element. The City

of Deerfield Beach will modify its Transportation and CIE in accordance with any County's transportation concurrency amendments.

- **School Concurrency:** Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform district-wide LOS for public schools of the same type:
 1. School Type A is a bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of School Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
 2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

Policy CIE 1.5.2: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- a.) contribute to a condition of public hazard;
- b.) exacerbate any existing condition of public facility capacity deficits;
- c.) generate public facility demands that may be accommodated by capacity increases planned in the Five Year Schedule of Improvements;
- d.) conform with future land uses as shown on the future land use map;
- e.) if public facilities are developer-provided, accommodate public facility demands based on adopted level of service standards;
- f.) if public facilities are provided, in part or in whole, by the City, demonstrate financial feasibility, subject to this element, and
- g.) affect State agencies' and South Florida Water Management District's facilities plans.

Objective CIE 1.6: The City, in coordination with the County and School Board shall ensure that public school facilities are available for current and future students consistent with available resources per the adopted level of service (LOS).

Policy CIE 1.6.1: Consistent with policies and procedures within the adopted Interlocal Agreement (ILA), the District Educational Facilities Plan (DEFP) shall contain a five (5) year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all Concurrency Service Areas (CSA). This financially feasible schedule shall be updated on an annual basis and adopted into the CIE.

Policy CIE 1.6.2: The adopted LOS shall be applied consistently by the City, County, and the School Board, district-wide to all schools of the same type.

Policy CIE 1.6.3: The School Board's DEFP, including the five-year schedule of capital improvements, as adopted and amended by the School Board is hereby adopted by reference into the CIE.

10.3 BASELINE DATA

10.3.1 Public Facilities Inventory

The analyses performed in the other comprehensive plan elements have identified facility improvements needed to meet the demands of existing and future development. The impacts of new or improved public educational and public health care systems and facilities on the provision of infrastructure were examined within these analyses.

10.3.1.1 Consistency with Other Comprehensive Plan Elements

The Utilities Element addresses sanitary sewer, solid waste, stormwater management, potable water, and natural groundwater aquifer recharge.

The Transportation Element describes streets, bikeways, pedestrian networks, and transit. The listed Broward County Transportation Improvement Program (TIP) projects are funded federal, state and county projects that support regional transit and long range transportation concurrency per LOS transportation standards.

The Recreation and Open Space explains that the City is meeting its level of service for parks.

The Future Land Use Element supports the facilities needs identified in the Utilities, Transportation, and Recreation and Open Space Elements. The other elements of the plan, Housing, Coastal Management, Conservation, Climate Resiliency, Property Rights, and Intergovernmental Coordination do not specifically identify any capital improvement needs.

10.3.1.2 Five Year Schedule of Capital Improvements

The Plan has identified facility improvements which are needed to meet the demands of existing and future development. Table 10.2 identifies those capital improvements which are required to meet level of service standards as defined in Policy CIE 1.5.1 and those projects that support the GOP's of the Plan for the next five fiscal years.

In 2020, the City performed an assessment of its Plan and its ability to meet the demands of growth on infrastructure, maintain level of service (LOS) standards, provide public services and facilities, concurrency management and financial feasibility throughout the 2040 planning period. The assessment concluded, that all LOS standards were being met and would continue to be met throughout the 2040 planning period. Potable LOS standards will be met throughout the planning period in concert with the regional water supply plan.

Table 10.2 Five Year Schedule of Capital Improvements FY 2023 - FY2027

**General Capital Project Fund
Capital Expenditures by Category**

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - General Unassigned Fund Balance	\$ 5,279,916	\$ 2,759,266	\$ 675,000	\$ 445,000	\$ 835,000	\$ 9,994,182
Transfer In - Indirect ARPA Funding	2,500,000	-	-	-	-	2,500,000
Transfer In - Federal Grant Funding	725,000	-	-	-	-	725,000
Transfer In - State Grant Funding	600,000	-	-	-	-	600,000
Transfer In - Other Grant Funding	75,000	-	-	-	-	75,000
Lease/Purchase Proceeds	2,317,154	898,200	834,120	865,532	185,000	5,100,006
Total Revenues & Other Financing Sources	\$ 11,497,070	\$ 3,657,466	\$ 1,509,120	\$ 1,310,532	\$ 1,020,000	\$ 18,994,188
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Backup Upgrade	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000
FEC Fence 10th to Sample Rd.	750,000	-	-	-	-	750,000
Crystal Heights North Playground & Pavilion	175,000	-	-	-	-	175,000
Constitution Park Restroom	150,000	-	-	-	-	150,000
Oveta McKeithen Pavilion	200,000	-	-	-	-	200,000
Bulkhead for Aquatic Center Pool	250,000	-	-	-	-	250,000
International Fishing Pier Structural Assessment	100,000	-	-	-	-	100,000
Johnny L. Tigner Center FF&E	370,000	-	-	-	-	370,000
Parking Lot Resurfacing	-	140,000	-	-	-	140,000
Sunshades at Aquatic Center Pool	-	-	75,000	-	-	75,000
Citywide Median Improvements	500,000	250,000	100,000	100,000	100,000	1,050,000
Citywide Restrooms	160,000	792,000	110,000	-	-	1,062,000
Citywide Pavilions	220,000	120,000	240,000	140,000	80,000	800,000
Citywide Playgrounds	300,000	225,000	150,000	205,000	355,000	1,235,000
Quiet Waters Athletic Park Restroom Building	-	-	-	-	300,000	300,000
Pioneer Park Dock, Rail and Piling Replacement	85,000	300,000	-	-	-	385,000
City-Wide Unified Key Management System	85,000	85,000	-	-	-	170,000
Middle School Aquatics Parking Lot	700,000	-	-	-	-	700,000
Ocean Way Bollard Replacement	1,012,650	-	-	-	-	1,012,650
Lifeguard Towers	847,266	847,266	-	-	-	1,694,532
Joint Beach Nourishment Project	2,500,000	-	-	-	-	2,500,000
Property Acquisition	500,000	-	-	-	-	500,000
Total Infrastructure Projects	\$ 9,179,916	\$ 2,759,266	\$ 675,000	\$ 445,000	\$ 835,000	\$ 13,894,182
Equipment/Fleet						
15 Passenger Transit Van	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ 120,000
Hydraulic Excavator	28,000	-	-	-	-	28,000
F250 Pickup Truck	120,000	80,000	80,000	80,000	40,000	400,000
Barber Surf Rake	-	65,000	-	-	-	65,000
F350 Stakebody with Liftgate	-	50,000	-	-	-	50,000
Bobcat Skid Steer	-	-	-	-	45,000	45,000
Ford F150 (Fire Inspector) Vehicle 2038 & 2039	84,000	102,200	97,020	106,722	-	389,942
Scott SCBA (35 Packs, 70 Cylinder Bottles, 105 Face MSK)	381,654	-	-	-	-	381,654
Pierce, Velocity Engine 75 16-91102	1,083,500	-	-	-	-	1,083,500
Osage, Fire Rescue Ambulance Vehicle 92142	510,000	561,000	617,100	678,810	-	2,366,910
Ford Escape XLS Vehicle 231	35,000	-	-	-	-	35,000
Toyota Rav	35,000	-	-	-	-	35,000
Ford T250 Cargo Van	-	-	-	-	100,000	100,000
Total Equipment/Fleet	\$ 2,317,154	\$ 898,200	\$ 834,120	\$ 865,532	\$ 185,000	\$ 5,100,006
Total Expenditures & Other Financing Uses	\$ 11,497,070	\$ 3,657,466	\$ 1,509,120	\$ 1,310,532	\$ 1,020,000	\$ 18,994,188

**Road & Bridge Fund
Capital Expenditures by Category**

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Local Option Gas Tax	\$ 277,303	\$ -	\$ -	\$ -	\$ -	\$ 277,303
Transit Surtax Grant Funding	6,020,000	-	-	-	-	6,020,000
Transfer In - Public Works Grants	382,419	-	-	-	-	382,419
Loan Proceeds	6,020,000	-	-	-	-	6,020,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 12,699,722	\$ -	\$ -	\$ -	\$ -	\$ 12,699,722
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
FAU Research Park Blvd.	\$ 7,040,000	\$ -	\$ -	\$ -	\$ -	7,040,000
Pioneer Grove Corridor	5,000,000	-	-	-	-	5,000,000
SRTS-Deerfield Elementary Middle School LAP- Sidewalk	499,722	-	-	-	-	499,722
TOTAL INFRASTRUCTURE PROJECTS	\$ 12,539,722	\$ -	\$ -	\$ -	\$ -	\$ 12,539,722
<u>Equipment/Fleet</u>						
Dump Truck 8yd Vehicle 654	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Ford F250 Vehicle 655	45,000	-	-	-	-	45,000
Ford F250 Vehicle 674	50,000	-	-	-	-	50,000
TOTAL EQUIPMENT/FLEET	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 12,699,722	\$ -	\$ -	\$ -	\$ -	\$ 12,699,722

**Solid Waste Capital Project Fund
Capital Expenditures by Category**

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Lease/Purchase Proceeds	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807
EXPENDITURES AND OTHER FINANCING USES						
<u>Equipment/Fleet</u>						
2023 Ford Ranger	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 159,274
2023 Mack Side Load	311,230	-	386,600	398,198	410,145	1,506,173
2023 FRT Peterson Grapple Truck	540,000	278,100	286,500	295,035	303,890	1,703,525
2023 Autocar Front Load	413,220	425,615	438,385	451,535	465,080	2,193,835
2024 Freightliner Roll Off	-	282,315	290,785	299,505	308,400	1,181,005
TOTAL EQUIPMENT/FLEET	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807

City of Deerfield Beach

Capital Improvement Element

Utilities Capital Project Fund
Capital Expenditures by Category

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Utilities Unassigned Fund Balance	\$ 1,771,419	\$ 1,969,103	\$ 1,227,000	\$ 853,800	\$ 585,000	\$ 6,406,322
Transfer In - Indirect ARPA Funding	1,544,298	-	-	-	-	1,544,298
Revenue Bond	1,800,000	9,000,000	9,000,000	-	-	19,800,000
Loan Proceeds	4,770,724	1,450,292	-	-	-	6,221,016
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 9,886,441	\$ 12,419,395	\$ 10,227,000	\$ 853,800	\$ 585,000	\$ 33,971,636
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
East Water Plant Asphalt Resurfacing	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ 110,000
West Water Plant Infrastructure Assessment	-	-	500,000	-	-	500,000
FAU Research Blvd Water & Sewer Upgrade	600,000	-	-	-	-	600,000
Pioneer Grove Water & Sewer Upgrade	600,000	-	-	-	-	600,000
Water Plant Site Security	270,000	-	-	-	-	270,000
Advanced Metering Infrastructure	2,340,717	1,172,103	-	-	-	3,512,820
Ion Exchange System	1,800,000	9,000,000	9,000,000	-	-	19,800,000
New Reclaimed Water Main	3,570,724	1,450,292	-	-	-	5,021,016
Utility Network and Communication Upgrade	-	500,000	-	-	-	500,000
Reverse Osmosis Sand Strainer Installation	-	132,000	132,000	-	-	264,000
Lime Softening Facility Demolition	-	-	-	523,800	-	523,800
TOTAL INFRASTRUCTURE PROJECTS	\$ 9,181,441	\$ 12,364,395	\$ 9,632,000	\$ 523,800	\$ -	\$ 31,701,636
<u>Equipment/Fleet</u>						
Ford F-350 with Utility Bed	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Ford F-250 with Utility Bed & Crane	50,000	-	-	-	-	50,000
Ford F350 (2 units)	55,000	55,000	-	-	-	110,000
Backhoe/Loaders (2 units)	300,000	-	-	-	-	300,000
Ford F250	50,000	-	-	-	-	50,000
Dump Truck 8 yard	200,000	-	-	-	-	200,000
Ford F-550 with Utility Bed	-	-	100,000	-	-	100,000
Ford Rangers (2 units)	-	-	-	90,000	-	90,000
Ford Ranger	-	-	45,000	-	-	45,000
Dump Truck 18 yard	-	-	200,000	-	-	200,000
International Truck Crane	-	-	250,000	-	-	250,000
Ford F-550 (4 units)	-	-	-	240,000	-	240,000
Vaccon Sewer Truck	-	-	-	-	410,000	410,000
Ford F-550	-	-	-	-	65,000	65,000
Ford F-350 (2 units)	-	-	-	-	110,000	110,000
TOTAL EQUIPMENT/FLEET	\$ 705,000	\$ 55,000	\$ 595,000	\$ 330,000	\$ 585,000	\$ 2,270,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 9,886,441	\$ 12,419,395	\$ 10,227,000	\$ 853,800	\$ 585,000	\$ 33,971,636

**Stormwater Capital Fund
Capital Expenditures by Category**

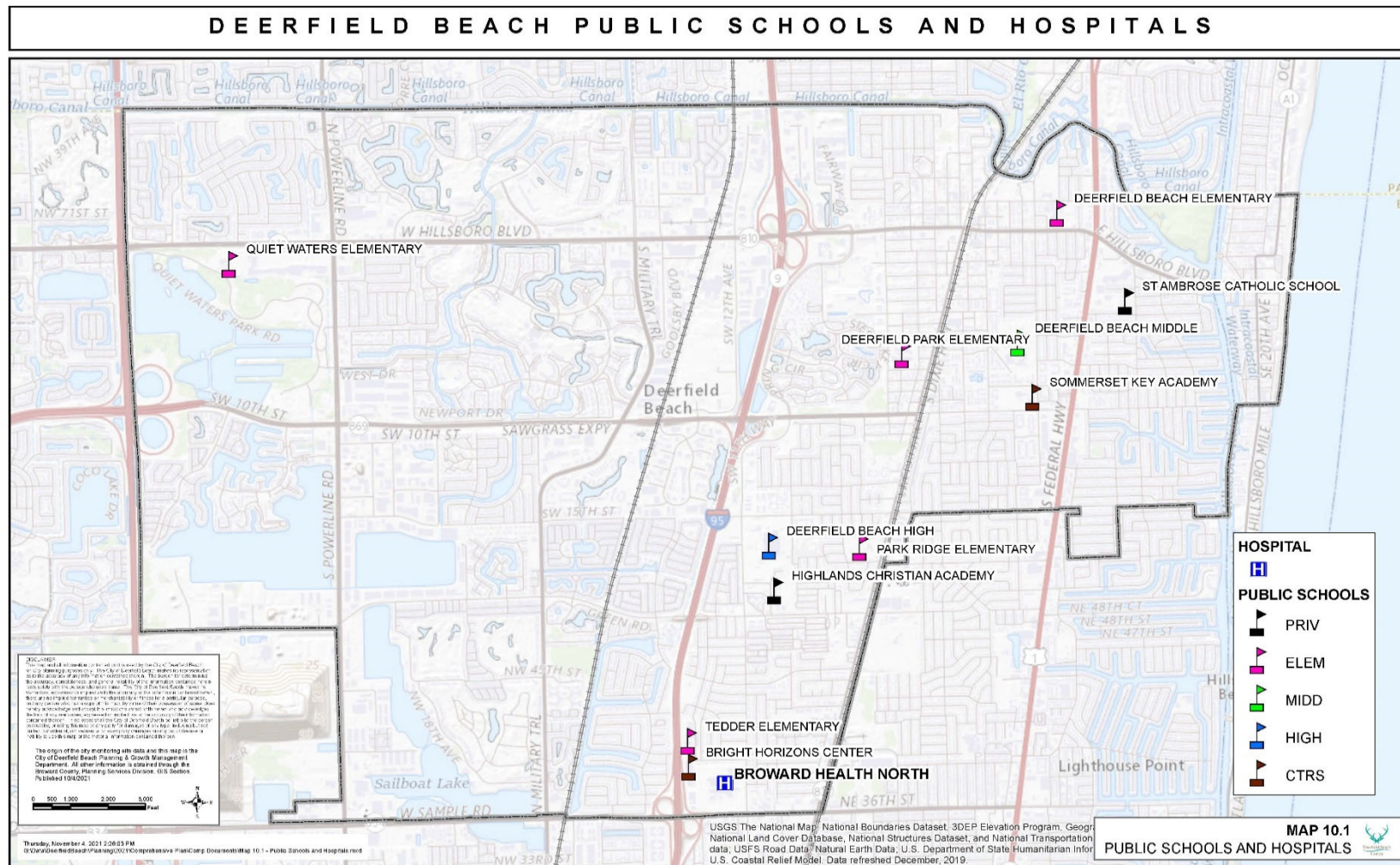
	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Stormwater Unassigned Fund Balance	\$ 1,742,888	\$ 455,000	\$ -	\$ -	\$ -	\$ 2,197,888
Transfer In - Federal Grant Direct ARPA Funding	3,900,000	-	-	-	-	3,900,000
Transfer In - Other Grant Funding	-	1,365,000	2,430,886	-	-	3,795,886
Interfund Transfer Loan Utility Fund	2,199,773	2,800,000	-	-	-	4,999,773
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 7,842,661	\$ 4,620,000	\$ 2,430,886	\$ -	\$ -	\$ 14,893,547
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Crystal Lake Drainage and Paving	\$ -	\$ 2,800,000	\$ 2,430,886	\$ -	\$ -	\$ 5,230,886
SE 8th Avenue Stormwater Capital Improvement	2,400,000	-	-	-	-	2,400,000
West Deerfield Stormwater Capital Improvement	4,907,661	-	-	-	-	4,907,661
College Park Stormwater Capital Improvement	-	1,820,000	-	-	-	1,820,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 7,307,661	\$ 4,620,000	\$ 2,430,886	\$ -	\$ -	\$ 14,358,547
<u>Equipment/Fleet</u>						
Ford F-350 3yd Dump Truck	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Ford F-250	55,000	-	-	-	-	55,000
Ford F150	45,000	-	-	-	-	45,000
Street Sweeper	360,000	-	-	-	-	360,000
TOTAL EQUIPMENT/FLEET	\$ 535,000	\$ -	\$ -	\$ -	\$ -	\$ 535,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 7,842,661	\$ 4,620,000	\$ 2,430,886	\$ -	\$ -	\$ 14,893,547

**General Obligation/Revenue Bonds
Capital Expenditures by Category**

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 2,979,202	\$ 3,527,057	\$ -	\$ -	\$ -	\$ 6,506,259
Transfer In - Public Works Grants	1,090,402	-	-	-	-	1,090,402
Other Contributions	-	200,000	-	-	-	200,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 4,069,604	\$ 3,727,057	\$ -	\$ -	\$ -	\$ 7,796,661
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Center for Active Aging	\$ 940,614	\$ 450,000	\$ -	\$ -	\$ -	\$ 1,390,614
Tigner Center	1,262,595	-	-	-	-	1,262,595
City Hall Renovations	1,866,395	3,277,057	-	-	-	5,143,452
TOTAL INFRASTRUCTURE PROJECTS	\$ 4,069,604	\$ 3,727,057	\$ -	\$ -	\$ -	\$ 7,796,661
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 4,069,604	\$ 3,727,057	\$ -	\$ -	\$ -	\$ 7,796,661

10.3.1.3 Public Education and Public Health Systems Facilities

The geographic locations of all public schools and hospitals within the City's jurisdiction are depicted on Map 10.1. Since the City is considered "built-out", the Broward County School Board has not proposed any new school facility within the City for the next 5 years. The North Broward Hospital District includes the entire City as the regional public health facility. No new hospitals are expected to be built in the City. Both public schools and hospitals operate under their own taxing district and thus fund their own infrastructure needs. The City does not fund or operate any public school or hospital. The existing infrastructure to support schools and the hospital meet level of service standards. Impact fees for future expansion of these public facilities may be waived by the County.



Map 10-1 Public Schools and Hospitals

10.3.2 Revenue Resources and Funding Mechanisms

The City's five year Capital Improvement Plan (CIP) is developed separately from the operating budget and is presented to the City Commission for approval on an annual basis. The Capital Projects Funds, which account for general capital improvements are financed from various governmental fund sources and are not accounted for in the operating budget. However, debt service on capital projects is included in the operating budget, (including debt service on new borrowings for capital projects based on the maximum amount authorized). Each year during the budgetary process the City Commission identifies priorities for the upcoming year, and approves funding based upon available levels of resources.

The City presently derives funds for capital improvements from the following primary sources: the general fund, road and bridge fund, general obligation bonds, water and sewer enterprise fund, solid waste enterprise fund and other sources of funding. These sources are described in greater detail below:

General Capital Project Fund - \$18,944,188

The General fund represents 20% of the overall CIP funding over the next five years. A total of 35 General Fund projects and replacements have been identified. New infrastructure projects totaling \$9,179,916 and \$2,317,154 in Equipment/Fleet replacements have been scheduled in FY2023. Parks and Recreation improvements represent 18% of the costs estimated for total General Fund FY23 CIP. Construction and Facilities improvements represent 19% of the costs estimated for total General Fund FY23 CIP.

Road & Bridge Fund - \$12,699,722

The Road & Bridge Fund represents 14% of the FY23-27 CIP. Major projects include the improvements to the FAU Research Park Blvd and the Pioneer Grove Corridor. The majority of the projects in the Road & Bridge Fund are reimbursable through the County's Surtax program and loan proceeds.

Solid Waste Capital Project Fund - \$5,562,807

The City of Deerfield Beach prides itself on providing quality, low costs solid waste and disposal services. Solid Waste improvements represent 6% of the FY23-27 CIP for regularly scheduled fleet replacements, which are funded by user fees from the Solid Waste Fund as well as lease purchase proceeds. Regular replacement of Solid Waste's fleet will invariably reduce the City's on-going maintenance costs for vehicles reaching their estimated useful life.

Utility Capital Project Fund - \$33,971,636

The Utility Fund represents 36% of the FY23-FY27 CIP. The funding here is for ongoing rehabilitation of the City's water plant and laboratory facilities.

Stormwater Capital Project Fund - \$14,893,547

The Stormwater Fund represents 16% of the FY23-FY27 CIP. Major projects include Citywide Stormwater improvements, renovation costs for the Environmental Services Building, and scheduled fleet replacements.

General Obligation/Revenue Bonds - \$7,796,661

The General Obligation/Revenue Bond projects represent 8% of the FY23-27 CIP. The project's cost included here are planned expenditures for ongoing projects which includes the renovation of the existing City Hall, the renovation of the Center for Active Aging, and improvements to the Tigner Center.

10.3.3 Major Sources of Revenue

Property Taxes

The five-year outlook for property tax appears optimistic. The rise in real estate assessments has enabled the city to lower the millage rate for the upcoming budget year (FY2023) while still projecting an increase in ad valorem taxes. However, it has been particularly challenging to develop a forward-thinking CIP amidst an uncertain economy and threats of inflation on the horizon. The potential for cost increase in goods and service were some of the economic factors that impacted the selection and priority of projects. For FY2023, the Capital Projects Fund is created to allow for more transparency in how projects of the General and other Special Revenue Fund types are being funded. The capital projects in this year's budget will be financed through transfers from utilization of excess resources in fund balance, loans, and grants.

Public Service Tax

The municipal public service tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is levied on six utility services: natural gas, liquefied petroleum, manufactured gas, electric, water, and fuel oil/kerosene. Pursuant to State law, the City Commission authorized this tax for the fiscal year beginning October 1, 2011. FY23 estimates were influenced by the pandemic shutdown. Projections expect some level of recovery.

Franchise Fees

Franchise fees are charges to service providers which operate within the City. The charge is based upon a percentage of gross receipts, a flat fee or a combination of both. Revenue estimates are based on rate increase information received from the companies, anticipated growth and historical trends.

Building Permits

Building permits are fees collected in the Building Fund for building additions, new construction and alterations. Building permit fees are further categorized by specific type of fee which include: building/structural, electrical, plumbing and mechanical.

State Shared Revenues

The amounts distributed are determined by the State and are based upon receipts, population and municipal assessed value per capita. The half-cent sales tax makes up the greatest portion of this source of revenue. State shared revenues are monies collected by the State of Florida as shown in table 10.3 below:

Table 10.3 State Shared Revenues

Source of Revenue	Budgeted Revenue		Dollar Change	Percentage Change
	FY22	FY23		
Mobile home licenses	\$ 10,000	\$ 15,000	\$ 5,000	50%
Alcoholic beverage licenses	45,000	55,000	10,000	23%
Half-cent sales tax	5,550,000	6,100,000	555,000	10%
Motor fuel tax rebate	30,000	40,000	10,000	33%
Public service taxes	8,364,000	8,894,000	530,000	6%
Local option gas tax	1,327,400	1,147,356	(180,044)	-16%
State revenue sharing	2,267,971	2,900,000	632,029	28%
Total	\$ 17,594,371	\$ 19,151,356	\$ 1,556,985	9%

10.4 ANALYSIS

10.4.1 Local Practices Guiding Timing and Location of Public Facilities

The City prepares and adopts annual operating budgets for its departments. Capital improvement needs, as well as related funding are identified during this process. Each department is responsible for determining their specific capital needs in accordance with the City's five year capital improvement program. Projects that involve multi-jurisdictional facilities, such as the State of Florida or Broward County are coordinated in collaboration with the relevant agency. The City's five year capital improvement program is supported by a projection of revenues to ensure its feasibility. There are a number of important factors that play a key role in the determination of the need for capital improvements. These include the need for specific capital enhancements due to demand resulting from growth, the coordination of projects with other governmental agencies to achieve economies of scale, the need for capital improvements due to facility deterioration and the need to continue an acceptable level of service. For these reasons the annual operating budget and the CIP are created each year as companion documents for the review by the City Commission, based upon the following funding policies:

- the City will develop and update a five-year CIP on an annual basis;
- the mission of the organization is to enhance the quality of life within our community through a proactive and effective government;
- continued maintenance and repair of city facilities;
- maximization of city resources, availability of funds and reflection of sound fiscal policies including infrastructure investments;
- capital improvements to include items/projects that have a life expectancy of over one year and a cost in excess of \$25,000, and;
- capital improvements to be ranked in order of priority by city staff based upon the proposed guidelines contained in Policy CIE 1.1.3 of this Element.

10.4.2 Fiscal Implication of Deficiencies in Support of the Future Land Use Element

Per the 2020 EAR analysis, the City meets and will continue to meet LOS standards throughout the current planning period. An analysis of the City's ability to meet the LOS requirement for recreation indicates that park acreage exceeds the LOS requirement. The recreation projects listed in the five year schedule for capital improvement projects are included to meet the goals, objectives and policies of the recreation element, rather than meeting LOS standards. The funding for large recreation projects are generally listed in the fourth and fifth year of the capital improvement schedule. Water Supply projects generally have committed funding and are listed in the first three years of the five-year schedule of capital improvements

Table 10.4 summarizes the capital improvement expenditures by their functional category.

10.4.3 Costs of Needed Capital Improvements and Basis of Cost Estimates

The City of Deerfield Beach's CIP process begins with city departments submitting their five-year capital project needs and annual operating budget requests to the Budget and Performance Department. Department directors use a capital project development form as a guide in formulating new project requests. The City Manager's CIP Development Team will review the project requests, then rank and prioritize each project by considering the degree of urgency and the overall importance of each project in achieving the City's overall goals and objectives.

**Table 10. 4 Five-Year Schedule of Capital Improvements
Summary by Functional Category FY 2023-2027**

FUNDING SOURCE CODES	TOTAL	
General Capital Project Fund		\$18,994,188
Road and Bridge Fund		\$12,699,722
Solid Waste Capital Project Fund		\$ 5,562,807
Utility Capital Project Fund		\$33,971,636
Stormwater Capital Project Fund		\$14,893,547
General Obligation/Revenue Bonds		\$ 7,796,661
TOTAL		\$93,918,561
FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2023		\$47,289,948
Fiscal Year 2024		\$25,158,533
Fiscal Year 2025		\$15,310,318
Fiscal Year 2026		\$ 3,341,882
Fiscal Year 2027		\$ 2,817,880
TOTAL		\$93,918,561

10.4.4 Impact of Public Educational and Health Care Systems on Infrastructure

Based upon the Broward County School Board (BCSB) District Educational Facilities Plan No new elementary, middle, or high schools are proposed within the City. It has been determined that existing schools are adequately served by current roadways, sanitary sewer, solid waste, drainage, potable water and recreation facilities.

10.4.5 Support of the Future Land Use Element and Plan

The platting and concurrency process established by Broward County and discussed in the Plan ensures that future capital facilities are in place when needed by a new development or a significant redevelopment. Any major increase in density or intensity of use in the City would require a land use amendment which would be reviewed by the County's Planning Council.

Due to the nearly built-out nature of the City, the issue of timing and location of capital improvements to public facilities is insignificant. As of 2021, there were only 169 acres of vacant land, or 1.6% percent of total land remaining in the City. Public utilities and services either are available or are within close proximity to all of these parcels. The City has been able to provide a more accurate measure of vacant land due to work with the Broward County Property Appraiser's Office.

The most likely land use scenario in the future is to see redevelopment of underutilized residential parcels at higher densities, redevelopment of blighted commercial areas into new residential, commercial or mixed use projects, and development of vacant land at the highest density and intensity permitted or as mixed use. This combination of land uses will accommodate the projected population growth and land use needs. The resulting concern for public facilities and services is the ability to accommodate increased densities. This is analyzed in detail in the Utilities Element. The requirements and goals of the South Florida Water Management District have also been taken into consideration within the Utilities Element. The effect of increased density on transportation and transit has been addressed in the Transportation Element.

The five-year schedule of capital improvement is sufficient in its timing and location to support efficient land development and support the goals, objectives and policies of the Future Land Use Element.

10.4.6 Ability to Finance Capital Improvements

The City of Deerfield Beach utilizes debt to pay for essential capital expenditures. These non-recurring expenditures are of a magnitude which would have a tremendous impact if they were included in the operating budget. Debt financing distributes the costs of improvements to the project's users over its lifetime. The pay-as-you-go method of financing is employed for capital expenditures which are appropriately incorporated into the current budget.

The goal of the City of Deerfield Beach's debt policy is to maintain the ability to provide quality municipal services in a cost-efficient manner. The City uses the following guidelines before incurring any additional long term debt:

- Borrowing is only considered for essential non-recurring capital expenditures.
- The length of financing of the improvement will not exceed its useful life.
- Efforts shall be made to maintain or improve the City's bond rating.

PUBLIC HEARING NOTICE 2023-007
CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PROPOSED COMPREHENSIVE PLAN
AMENDMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Deerfield Beach City Commission will hold the first of two Public Hearings pursuant to Section 163, Florida Statutes on **Tuesday, November 15, 2022 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 and/or utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) to consider the proposed amendment to the Comprehensive Plan of the City of Deerfield Beach. The proposed amendment is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

You may either be present in person at this Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of this Public Hearing and govern yourselves accordingly.

Information on the proposed amendments is available for public inspection in the Planning & Development Services Department, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441.

Any person who decides to appeal any decision of the **CITY COMMISSION** with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All correspondence to the **CITY COMMISSION** relative to this matter should be mailed to 150 N. E. 2nd Avenue, Deerfield Beach, FL 33441.

CITY OF DEERFIELD BEACH, FLORIDA
BY: Samantha Gillyard, CMC, City Clerk

Publish: Sun Sentinel - Friday, November 4, 2022
2 column wide by 10 inches long – title in 18 point

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, December 6, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) propose to adopt the following ordinances:

P.H. 2023-024: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, by phone: 954.480.4213, or e-mail: web.clerk@dfb.city. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Wednesday, November 23, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1637

Agenda Date: 12/6/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2023-025: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 10 "CULTURAL COMMITTEE," SECTION 2-167 "MEMBERSHIP" OF THE CITY CODE OF ORDINANCES TO REVISE THE MEMBERSHIP COMPOSITION OF THE DEERFIELD BEACH CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The current makeup of the Cultural Committee is 10 regular board members and 5 alternates. At the October 18, 2022 Commission Meeting, Commissioner Drosky proposed amending the membership composition of the Cultural Committee to align with other City committees and boards that consist of 5 regular board members and 5 alternate members. The Department of Parks and Recreation supports this amendment.

Recommendation

The Department of Parks and Recreation recommends the approval of the amendment to the membership composition of the Cultural Committee.

ORDINANCE NO. 2022/

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, AMENDING CHAPTER 2
“ADMINISTRATION,” ARTICLE II “BOARDS,
COMMITTEES, COMMISSIONS,” DIVISION 10
“CULTURAL COMMITTEE,” SECTION 2-167
“MEMBERSHIP” OF THE CITY CODE OF ORDINANCES
TO REVISE THE MEMBERSHIP COMPOSITION OF THE
DEERFIELD BEACH CULTURAL COMMITTEE;
PROVIDING FOR CONFLICTS, SEVERABILITY,
CODIFICATION, AND AN EFFECTIVE DATE**

WHEREAS, the Deerfield Beach Cultural Committee (the “Cultural Committee”) was established pursuant to City Ordinance and in accordance with Section 3.12(1) of the City Charter; and

WHEREAS, Section 2-167 of the City Code of Ordinances (the “City Code”) currently provides that the “membership of the Cultural Committee shall consist of ten regular members and five alternate members. District commissioners and the mayor shall appoint two regular members and one alternate member each”; and

WHEREAS, the City Commission deems it to be in the best interest of the City to amend Section 2-167 of the City Code, in the manner set forth in this Ordinance, to revise the membership composition of the Cultural Committee to provide for five regular members and five alternate members.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated and made a part of this Ordinance.

Section 2. Chapter 2 “Administration,” Article II “Boards, Committees, Commissions,” Division 10 “Cultural Committee”, Section 2-167, “Membership” of the City Code is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE II – BOARDS, COMMITTEES, COMMISSIONS

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

DIVISION 10. CULTURAL COMMITTEE

Sec. 2-166. - Established.

There is hereby established, in accordance with Section 3.12(1) of the Charter, an advisory committee known as the Deerfield Beach Cultural Committee.

Sec. 2-167. - Membership.

The membership of the cultural committee shall consist of ~~ten~~ five regular members and five alternate members. District commissioners and the mayor shall appoint ~~two~~ one regular members and one alternate member each. If a district commissioner or the mayor does not appoint a regular member within six months of any vacancy, the commission may appoint any City of Deerfield Beach resident to fill the district or mayor appointment position. The cultural committee may make a recommendation to the commission that an alternate member be appointed as a regular member. All appointments shall be subject to approval by a majority of the commission.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2022.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, December 6, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) propose to adopt the following ordinances:

P.H. 2023-025: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 10 "CULTURAL COMMITTEE," SECTION 2-167 "MEMBERSHIP" OF THE CITY CODE OF ORDINANCES TO REVISE THE MEMBERSHIP COMPOSITION OF THE DEERFIELD BEACH CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, by phone: 954.480.4213, or e-mail: web.clerk@dfb.city. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Wednesday, November 23, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1652

Agenda Date: 12/6/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Cultural Committee; providing for conflicts and an effective date. (Consent - Board Appointment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On June 6, 2017, the City Commission adopted Ordinance No. 2017/009, which amended the membership of the Cultural Committee (the "Committee") to consist of ten (10) regular members and five (5) alternate members. District Commissioners and the Mayor shall appoint two (2) regular members and one (1) alternate member each.

At the November 15, 2022 Commission Meeting, the City Commission unanimously passed an Ordinance on First Reading to change the structure of the Committee to align with the other City boards/committees. Upon Ordinance approval on Second Reading, the Committee shall be composed of no more than 10 members, with up to five regular members and five alternate members. The Mayor and each Commissioner may appoint one (1) regular member and one (1) alternate member. All appointments shall be subject to approval by a majority of the City Commission.

Current Activity

Vice Mayor Hudak has selected a regular member and alternate member, and Mayor Ganz, Commissioner Preston, Commissioner Parness and Commissioner Drosky have selected a regular member. The nominations were verbally confirmed, as follows:

Mayor Bill Ganz - Ashley Combs (regular)
Vice Mayor Hudak - Deborah Sullivan (regular); Tiffany O'Bryan (alternate)
Commissioner Ben Preston - Thelema Lamar (regular)
Commissioner Bernie Parness - Daniel Shanetzky (regular)
Commissioner Todd Drosky - Nicholas Kerns (regular)

Upon approval of the Committee appointments, there will be six (6) members on the Committee; five regular members and one alternate member.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING MEMBERS TO THE CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, on June 6, 2017, the City Commission adopted Ordinance No. 2017/009, which amended the membership of the Cultural Committee to consist of ten (10) regular members and five (5) alternate members; and

WHEREAS, on December 6, 2022, the City Commission adopted an Ordinance to amend the structure of the Committee to align with other city boards/committees to be composed of no more than 10 members, with up to five (5) regular members and five (5) alternate members (the “Ordinance”); and

WHEREAS, pursuant to the Ordinance, the Cultural Committee (the “Committee”) now consists of five regular members and five alternate members, with the Commissioners and the Mayor appointing one regular member and one alternate member each; and

WHEREAS, the members of the Cultural Committee serve at the pleasure of the City Commission for terms that expire on May 15^h of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, the Mayor and Commissioners wish to appoint the following regular members to the Committee: (1) Ashley Combs, (2) Deborah Sullivan, (3) Thelema Lamar, (4) Daniel Shanetzky; and (5) Nicholas Kerns; and the following alternate member to the Committee: Tiffany O’Bryan.

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 following persons are hereby appointed to serve as regular members of the Cultural Committee of the City of Deerfield Beach: (1) Ashley Combs, (2) Deborah Sullivan, (3) Thelema Lamar, (4) Daniel Shanetzky; and (5) Nicholas Kerns; and Tiffany O’Bryan is hereby appointed to serve as an alternate member of the Committee.

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

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1643

Agenda Date: 12/6/2022

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, accepting the certified election results for the Referendum Election held on November 8, 2022, as provided by the Broward County Supervisor of Elections; 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

This item pertains to the acceptance of the November 8, 2022 Deerfield Beach election results for the proposed Charter Amendment question regarding the term limit restrictions in Section 3.04, "Elections and Terms" of the City Charter. This is a normal process after every election.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ACCEPTING THE CERTIFIED
ELECTION RESULTS FOR THE REFERENDUM ELECTION HELD
ON NOVEMBER 8, 2022, AS PROVIDED BY THE BROWARD COUNTY
SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, pursuant to Section 9.01(1) of the City of Deerfield Beach Charter, the City Commission placed a proposed amendment regarding term limit restrictions in Section 3.04 of the City's Charter (the "Proposed Charter Amendment") to a vote of the electors at a special election that was held in conjunction with the statewide general election on November 8, 2022; and

WHEREAS, the results of the November 8, 2022 election have been canvassed by the Broward County Canvassing Board in accordance with Section 102.141, Florida Statutes; and

WHEREAS, the Broward Supervisor of Elections has provided to the City the Certified Election Results, attached as Exhibit "A", regarding the Proposed Charter Amendment; and

WHEREAS, the City Commission of the City of Deerfield Beach desires to accept the Certified Election Results, attached as Exhibit "A", regarding the Proposed Charter 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 of the City of Deerfield Beach hereby accepts the Certified Election Results, attached as Exhibit "A," regarding the Proposed Charter Amendment.

Section 3. 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

EXHIBIT A

SUMMARY REPT-GROUP DETAIL

2022 GENERAL ELECTION
NOVEMBER 8, 2022
BROWARD COUNTY, FLORIDA

REPORT-EL45A

PAGE 001

RUN DATE:11/18/22 03:51 PM

	TOTAL VOTES	%	ED	AV	EV	PV
PRECINCTS COUNTED (OF 355).	355	100.00				
REGISTERED VOTERS - TOTAL	1252,776					
BALLOTS CAST - TOTAL	600,976		186,804	225,722	188,379	71
BALLOTS CAST - BLANK	60,165	10.01	22,321	19,582	18,251	11
VOTER TURNOUT - TOTAL		47.97				
VOTER TURNOUT - BLANK		4.80				
Deerfield Beach Charter Question						
(VOTE FOR) 1						
(WITH 16 OF 16 PRECINCTS COUNTED)						
Yes (NPA)	5,704	27.22	2,302	1,930	1,471	1
No (NPA)	15,255	72.78	5,481	5,569	4,205	0
Over Votes	22		11	4	7	0
Under Votes	1,887		902	557	428	0

X  County Judge X  County Commissioner X  Supervisor of Elections



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1653

Agenda Date: 12/6/2022

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 Proposals #23-01-PC for citywide median landscaping maintenance; authorizing execution of an agreement with the top ranked, responsive and responsible proposer, Blue Marlin Investments, Inc. d/b/a Cayco Landscaping for a two year term, with three, one-year renewal options, in an annual amount not to exceed \$403,262.50; providing for implementation and an effective date. (Funds from Account #001-7020-539-32-16 - Park Maintenance Landscape Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$403,262.50

Account Name: Park Maintenance Landscape Services

Account Number: 001-7020-539-32-16

Background/History

Procurement Services sent out a Request for Proposals for Citywide Landscape and Irrigation Services. The City received 5 proposals that were evaluated for experience, qualifications, price and references. Blue Marlin Investments, Inc. DBA Cayco Landscaping ("Cayco Landscaping") was ranked first. The evaluation committee is recommending awarding the contract to the top ranked proposer, Cayco Landscaping, for median and irrigation maintenance in the annual amount of \$403,262.50.

Recommendation

Parks and Recreation is recommending award of the RFP and a contract to Cayco Landscaping in the amount of \$403,262.50 annually.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #23-01-PC FOR CITYWIDE MEDIAN LANDSCAPING MAINTENANCE; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER, BLUE MARLIN INVESTMENTS, INC. D/B/A CAYCO LANDSCAPING FOR A TWO YEAR TERM, WITH THREE, ONE-YEAR RENEWAL OPTIONS, IN AN ANNUAL AMOUNT NOT TO EXCEED \$403,262.50; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Department of Parks and Recreation is seeking to retain a contractor to provide citywide median landscaping maintenance services (the “Services”); and

WHEREAS, the City issued Request for Proposals No. 23-01-PC to obtain the Services (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun-Sentinel on October 7, 2022, and the notice was also sent to one hundred thirty-five (135) prospective respondents via the e-Procurement Marketplace; and

WHEREAS, thirteen (13) firms viewed the RFP documents; and

WHEREAS, on November 9, 2022 at 11:00 a.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the five (5) proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the five (5) responses in accordance with the weighted criteria stated in the RFP prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on November 15, 2022 at 12:00 p.m., to score the responses based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial rankings and discussions, the evaluation committee recommended to request from all five (5) proposers, confirmation on their fixed pricing and to reconvene the meeting on November 18, 2022; and

WHEREAS, the evaluation committee meeting was held on November 18, 2022 to score the responses based on the weighted criteria stated in the RFP and all five (5) proposers’ confirmation on their fixed pricing; 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 a contract to Blue Marlin Investments, Inc. d/b/a Cayco Landscaping (“Cayco”) as the top-ranked, responsive and responsible contractor; and

WHEREAS, Cayco submitted a proposal for the services in an annual amount not to exceed \$403,262.50; and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to Cayco, and authorize execution of a contract with Cayco for the Services for a two-year term, with three one year renewal options, in an annual amount not to exceed \$403,262.50.

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 RFP for the Services to Cayco.

Section 3. The City Manager is hereby authorized to execute a contract with Cayco for the Services for a two-year term, with three one year renewal options, in an annual amount not to exceed \$403,262.50, consistent with the terms of the RFP, 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: Teresa Rynard, Director of Parks & Recreation

FROM: Paul Collette, Senior Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: November 18, 2022

RE: **Citywide Landscaping and Irrigation Maintenance Services,
RFP #23-01-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for the Citywide Landscaping and Irrigation Maintenance Services, RFP #23-01-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On October 7, 2022 the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to one hundred and thirty-five (135) prospective Offerors via the e-Procurement Marketplace.
- Thirteen (13) vendors viewed the documents of the RFP.
- One (1) Addendum was issued to make additions, deletions and changes to the RFP documents.
- On November 7, 2022, the RFP closing date was extended to November 9, 2022 to allow additional time for proposer to submit a response.
- On November 9, 2022 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the RFP requirements.
- One Offeror, Napoles Irrigation submitted a No Bid. Reason: Do not have the necessary personnel to perform the requested services at this time.
- 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 the evaluation sheets.

- Each Evaluation Committee Member independently reviewed and scored the five (5) responsive proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on November 15, 2022 at 12:00 p.m. EST.
- On November 15, 2022 at 12:00 p.m. EST, the Evaluation Committee Meeting was held to discuss the five (5) proposals and rank the proposers.
- The Evaluation Committee consisted of: Teresa Rynard, Director of Parks & Recreation; Mike Pursell, Parks Superintendent, Tim Strowbridge, Landscape Supervisor.
- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience	3
History and Past Performances of Similar Services	3
Price	2
References	1

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

Ranking:	Teresa Rynard	Mike Pursell	Tim Strowbridge	Total	Ranking
Blue Marlin Investments Inc. dba Cayco Landscaping	90.30 / ¹	72.45 / ¹	51.45 / ²	4	1
A Picture - Perfect Landscaping & Lawncare LLC	76.65 / ²	59.85 / ⁴	53.55 / ¹	7	2
Landscape Service Professionals, Inc.	74 / ³	70 / ²	50 / ³	8	3
Juniper Landscaping of Florida LLC	69 / ⁴	56 / ⁵	48 / ⁴	13	4
Innovative Grounds Management of Florida, LLC	68 / ⁵	61 / ³	34 / ⁵	13	4

- Blue Marlin Investments Inc. dba Cayco Landscaping met the City's Disadvantaged Business Enterprise Program as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances which allows their scores to be adjusted upward by five percent. Also, A Picture-Perfect Landscaping & Lawncare LLC met the City's Local Business Preference as detailed in Section 38-129 of the City of Deerfield Beach Code

of Ordinances which allows their scores to be adjusted upward by five percent. The above scores include the 5% increase for both Proposers.

- After the scores and ranking, Juniper Landscaping of Florida LLC and Innovative Grounds Management of Florida LLC both tied for 4th with 13 points.
- After Evaluation Committee Discussion, Teresa Rynard made a motion to request from all five (5) Proposers confirmation on their fixed pricing and reconvene the meeting to Friday, November 18, 2022 at 8:30 a.m. This motion was 2nd by Mike Pursell. The evaluation committee was unanimous in their decision.
- On November 18, 2022 at 8:30 a.m. the Evaluation Committee reconvened to discuss all five (5) proposers confirmation on their fixed pricing and score and rank the proposers. All five (5) proposers confirmed their fixed pricing.
- The proposals were evaluated based on the same weighted criteria as the initial Evaluation Committee meeting.
- The results of the final ranking (After Proposers Confirmation on their Fixed Pricing) are as follows:

Ranking:	Teresa Rynard	Mike Pursell	Tim Strowbridge	Total	Ranking
Blue Marlin Investments Inc. dba Cayco Landscaping	87.15 / ¹	72.45 / ¹	51.45 / ²	4	1
A Picture - Perfect Landscaping & Lawncare LLC	79.80 / ²	59.85 / ³	56.70 / ¹	6	2
Landscape Service Professionals, Inc.	67 / ⁵	70 / ²	50 / ³	10	3
Juniper Landscaping of Florida LLC	69 / ³	56 / ⁴	48 / ⁴	11	4
Innovative Grounds Management of Florida, LLC	68 / ⁴	52 / ⁵	37 / ⁵	14	5

- Blue Marlin Investments Inc. dba Cayco Landscaping met the City's Disadvantaged Business Enterprise Program as detailed in Section 38-130 of the City of Deerfield Beach Code of Ordinances which allows their scores to be adjusted upward by five (5%) percent. Also, A Picture-Perfect Landscaping & Lawncare LLC met the City's Local Business Preference as detailed in Section 38-129 of the City of Deerfield Beach Code of Ordinances which allows their scores to be adjusted upward by five (5%) percent. The above scores include the five (5%) increase for both Proposers.
- After the ranking and Evaluation Committee Discussions, Teresa Rynard made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked Proposer Blue Marlin Investments, Inc. dba Cayco Landscaping with option to select the second ranked proposer if the first ranked proposer does not perform. This motion was seconded by Tim Strowbridge. The Evaluation Committee was unanimous in their decision.

- Mike Pursell made a motion to adjourn the meeting. This motion was seconded by Tim Strowbridge.
- Reference checks were conducted on Blue Marlin Investments, Inc. dba Cayco Landscaping and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing 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 to the City Commission, to approve the ranking and award a contract to the first ranked Proposer Blue Marlin Investments, Inc. dba Cayco Landscaping with option to select the second ranked proposer if the first ranked proposer does not perform.

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

Att. Tabulation Sheet by Line Item, Tabulation Summary, Scope of Services

1	Landscaping Maintenance Services as listed under the Attachments Tab, Exhibit II - Landscaping Locations (Location #017 thru #204) in the proposal documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Blue Marlin Investments Inc. dba Cayco Landscaping	1	Annually	\$322,296.00	\$322,296.00
	A Picture Perfect Landscaping & Lawncare LLC	1	Annually	\$858,280.00	\$858,280.00
	Innovative Grounds Management of Florida, LLC	1	Annually	\$885,335.00	\$885,335.00
	Landscape Service Professionals, Inc.	1	Annually	\$921,667.00	\$921,667.00
	Juniper Landscaping of Florida LLC	1	Annually	\$1,123,879.53	\$1,123,879.53
2	Landscaping Maintenance Services for Additional Properties (Marty Propelsky Parcel - approx. 50 Acres) as per proposal documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Innovative Grounds Management of Florida, LLC	12	Monthly	\$1,250.00	\$15,000.00
	Blue Marlin Investments Inc. dba Cayco Landscaping	12	Monthly	\$1,595.00	\$19,140.00
	Juniper Landscaping of Florida LLC	12	Monthly	\$2,100.00	\$25,200.00
	Landscape Service Professionals, Inc.	12	Monthly	\$2,500.00	\$30,000.00
	A Picture Perfect Landscaping & Lawncare LLC	12	Monthly	\$3,500.00	\$42,000.00
3	Turf Herbicide Applications for Additional Properties (Marty Propelsky Parcel - approx. 6,071 linear feet) as per proposal documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Blue Marlin Investments Inc. dba Cayco Landscaping	6	Monthly	\$155.00	\$930.00
	Innovative Grounds Management of Florida, LLC	6	Monthly	\$300.00	\$1,800.00
	Juniper Landscaping of Florida LLC	6	Monthly	\$560.00	\$3,360.00
	Landscape Service Professionals, Inc.	6	Monthly	\$2,500.00	\$15,000.00
	A Picture Perfect Landscaping & Lawncare LLC	6	Monthly	\$21,000.00	\$126,000.00
4	Debris Removal for Additional Properties (Marty Propelsky Parcel - per cubic yard) as per proposal documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Innovative Grounds Management of Florida, LLC	1	yd3	\$18.00	\$18.00
	Juniper Landscaping of Florida LLC	1	yd3	\$40.00	\$40.00
	Landscape Service Professionals, Inc.	1	yd3	\$45.00	\$45.00
	Blue Marlin Investments Inc. dba Cayco Landscaping	1	yd3	\$62.50	\$62.50
	A Picture Perfect Landscaping & Lawncare LLC	1	yd3	\$150.00	\$150.00
5	Turf Herbicide Applications as listed under the Attachments Tab, Exhibit III - Areas for Turf Herbicide Applications in the proposal documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Juniper Landscaping of Florida LLC	12	Monthly	\$2,227.50	\$26,730.00
	Innovative Grounds Management of Florida, LLC	12	Monthly	\$3,466.00	\$41,592.00
	Landscape Service Professionals, Inc.	12	Monthly	\$3,835.00	\$46,020.00
	Blue Marlin Investments Inc. dba Cayco Landscaping	12	Monthly	\$4,657.00	\$55,884.00
	A Picture Perfect Landscaping & Lawncare LLC	12	Monthly	\$14,844.00	\$178,128.00

6	Irrigation Maintenance Services for various zones as listed under Attachments, Exhibit IV - Irrigation Locations and Zones (Location ID #017 thru #204) in the proposal documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Blue Marlin Investments Inc. dba Cayco Landscaping	1	Annually	\$4,950.00	\$4,950.00	
Juniper Landscaping of Florida LLC	1	Annually	\$43,368.00	\$43,368.00	
Landscape Service Professionals, Inc.	1	Annually	\$89,200.00	\$89,200.00	
A Picture Perfect Landscaping & Lawncare LLC	1	Annually	\$100,000.00	\$100,000.00	
Innovative Grounds Management of Florida, LLC	1	Annually	\$151,200.00	\$151,200.00	

7	Actual cost-plus percentage mark-up for various parts, material and equipment for irrigation systems.
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Supplier	QTY	UOM	Percentage	Extended	Supplier Notes
A Picture Perfect Landscaping & Lawncare LLC		EA	4.0%		
Juniper Landscaping of Florida LLC		EA	15.0%		
Blue Marlin Investments Inc. dba Cayco Landscaping		EA	25.0%		
Innovative Grounds Management of Florida, LLC		EA	30.0%		
Landscape Service Professionals, Inc.		EA	30.0%		

Event Number	23-01-PC Addendum 1	Organization	City of Deerfield Beach
Event Title	Citywide Landscaping and Irrigation Maintenance	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed bids for	Event Owner	Paul Collette
Event Type	RFP	Email	pcollette@deerfield-beach.com
Issue Date	10/7/2022 04:45:10 PM (ET)	Phone	(954) 480-4418
Close Date	11/9/2022 11:00:00 AM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Blue Marlin Investments Inc. dba Cayco Landscaping	Fort Lauderdale	FL	11/9/2022 09:04:08 AM (ET)	7	\$403,262.50
Innovative Grounds Management of Florida, LLC	Margate	FL	11/7/2022 11:06:55 AM (ET)	7	\$1,094,945.00
Landscape Service Professionals, Inc.	Coral Springs	FL	11/7/2022 01:56:03 PM (ET)	7	\$1,101,932.00
Juniper Landscaping of Florida LLC	Ft Myers	FL	11/7/2022 12:03:59 PM (ET)	7	\$1,222,577.53
A Picture Perfect Landscaping & Lawncare LLC	Deerfield Beach	FL	11/7/2022 12:48:58 PM (ET)	7	\$1,304,558.00

SECTION VI – SCOPE OF SERVICES

1. Introduction

- a. The City of Deerfield Beach is requesting sealed bids from qualified Proposers, to provide high-quality landscape and irrigation maintenance services for various City maintained medians, rights-of-way and properties. The scope of services consists of furnishing all labor, supplies, equipment, tools, service, supervision, insurances and incidentals necessary to perform and maintain the work necessary for the entire City conducive to a safe, neat, clean and aesthetically pleasing environment.
- b. The specifications contained herein have been developed based upon a specific maintenance schedule frequency. Maintenance at most locations includes mowing, edging, trimming, pruning, weed and vine control, IPM, litter control, irrigation maintenance and repairs including monthly wet checks of all locations provided.

2. Definitions

- a. **Debris & Litter:** All debris, including trash, organic debris, “hard junk” or any other items that present obstacles to mowing and other grounds maintenance operations. Including but not limited to rocks in lawn areas, wind and storm damage items.
- b. **Edging:** The cutting of overhanging or overgrown vegetation away from a hard surface such as curbing, sidewalks, driveways, roadways, fences, etc., and maintenance of a defined manicured vertical edge around tree rings/surrounds, landscape borders, monuments, signs, or physical elements protruding from the landscape maintenance area.
- c. **FDOT:** Florida Department of Transportation
- d. **IPM:** Integrated Pest Management
- e. **MSDS:** Material Safety Data Sheets
- f. **Structural Pruning:** Pruning to establish one dominant central leader
- g. **Trimming:** The cutting of grass and weeds in areas that, are inaccessible to mowers due to obstacles.
- h. **Weed:** Any plant growing where it is not desired. Plants such as, but not limited to: clover, dandelions, purslane, chickweed, oyster plant, etc. as well as volunteer trees and palms (both native and invasive). Grass located in plant, rock, and shrub beds, cracks in sidewalks, streets, and parking lots is also considered a weed. Total elimination of all weeds at each site.
- i. **MOT:** Maintenance of Traffic.
- j. **Damages:** Harm or injury caused by the Contractor to City property affecting its usefulness, value, or ability to function.

- k. Landscape Bed:** The planted area where shrubs, groundcovers, and /or other plant matter and trees are grouped in a mulched bed.
- l. Irrigation Maintenance:** As defined for this ITB shall include but not be limited to irrigation maintenance and repair services and other miscellaneous work as described herein.
- m. Site:** Any individual grounds maintenance location or zone, whole or partial.
- n. Site Re-inspections:** Inspections made by the city of corrected work necessitated by deficient work.
- o. Wet Check:** The process of physically operating each irrigation zone within each system by the corresponding controller to verify proper system operation and to visually inspect the proper operation of all irrigation heads and main lines looking for line leaks in each zone.

3. General Requirements

- a.** The Contractor shall provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe manner and adhere to established directed City standards. The Contractor's staff shall wear uniforms that identify them as employees of the contractor. Contractor's vehicles will have assigned vehicle ID #'s and display company name and logo so City staff can denote which vehicles were working at which locations during site inspections.
- b.** The Contractor shall ensure that at least one (1) person assigned to a work crew and the supervisor is fluent in speaking English.
- c.** All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If the equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment. The City reserves the right to inspect and evaluate all of the Contractors' equipment before contract award, but, is not required to do so. Such inspection is solely for the benefit of the City.
- d.** The Contractor shall perform all services using an MOT plan, and with the least amount of impact on vehicular traffic, residential activities, and City operations.
- e.** The Contractor shall conduct visual inspections of all plant material while performing maintenance operations and report any signs of stress relating to lack of irrigation. The Contractor will report all broken, damaged, and inoperable irrigation systems to the City immediately. Repairs should be made within three days by the Contractor unless written approval by the City authorizing otherwise is provided.
- f.** Any work found to be unsatisfactory, deficient, or otherwise does not conform to the level of service and expectations required in this ITB and Scope of Services shall be corrected to the satisfaction of the contract administrator within twenty-four (24) hours of receipt of notification of such deficiency.

- g.** Contractor shall comply with all OSHA safety requirements while performing the work subject to this ITB. All personnel performing the work subject to this ITB will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any employee of the Contractor improperly prepared to meet this requirement shall be dismissed until proper equipment is secured.
- h.** No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. The Contractor further agrees to indemnify, defend and hold City harmless from any such penalties and any injury or damage resulting from such non-compliance.
- i.** All debris removed from City property must be legally disposed of according to the City's Code of Ordinances and in accordance with Local, State, and Federal Regulations. The Contractor is responsible for disposal and City will not provide a disposal site.
- j.** Contractor will be responsible for the design, set-up, and Maintenance of Traffic (MOT) operations any time the contractor is working on the roads and right of way.
- k.** If the Contractor intends to use sub-contractors to perform any work pursuant hereto, these sub-contractors are subject to approval by City and must conform to all provisions within this agreement.
- l.** Contractor shall comply with all applicable Federal, State, and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for the performance of all work hereunder.
- m.** The Contractor or his designee must be available by telephone within thirty (30) minutes of the initial call to be able to reply to the needs and requests of the City's Parks and Recreation Director or designee.
- n.** The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the City within twenty-four (24) hours of notification unless otherwise agreed upon by the City's Parks and Recreation Director or designee.
- o.** Additional services required shall be evaluated by both the City and the Contractor for the mutual determination of a fair unit cost, to be based upon similar services rendered at similar sites.
- p.** Contractor shall notify the City's Parks and Recreation Director or designee on the same work day for items in need of repair, restoration and/or replacement, including but not limited to, irrigation systems, pipes and lines. The City may request a cost estimate for the repair, restoration and/or replacement of the material. The City reserves the right to seek additional quotes and to engage the services of others to perform the service.
- q.** In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the City reserves the right to adjust, modify or suspend services at all locations.

- r. In the event the Contractor discovers or is made aware of damage, vandalism or theft at a site specified herein, the Contractor shall notify the City's Parks and Recreation or designee within thirty (30) minutes of such discovery or awareness.
- s. Contractor's Supervisor shall be available to attend meetings with the City's Parks and Recreation Director or designee within twenty-four (24) hours of notification.
- t. Contractor shall be available 24/7 for emergency purposes.

4. Project Limits

Refer to Attachments, Exhibit I – Maintenance Location Map.

5. Quantity & Frequency of Maintenance

- a. The area and limits of maintenance have been previously established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing before beginning work in any area in question. The Contractor shall submit written schedules of maintenance activities per location. The Contractor's failure to notify the City in advance of any discrepancies or disagreements shall result in a waiver of any claims by the Contractor relating thereto.
- b. Mowing services for all areas designated 43 service visits per year shall be maintained in the following manner: May through November shall be serviced 4 times per month and December through April shall be maintained 3 times per month for a total of 43 service visits per year.
- c. Contractor shall maintain the areas between the curb and Railroad Tracks along the eastside of Dixie Highway from Hillsboro Blvd and Sample Road including grass behind the new fencing at the north end.

6. Damage by Contractor

Any damage to roads, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City. Failure to restore said damages within twenty-four (24) hours following written notification shall result in a deduction from Contractor's next invoice of the City's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the City to restore the property to its original condition. The notification from the City shall be a letter, e-mailed or faxed.

7. Quality

- a. The quality and acceptance of workmanship will be determined during site inspections by the City. Areas that are determined to be unacceptable shall be addressed by the Contractor with the items above.
- b. For each re-inspection required, the City shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site requiring re-inspection.

8. Technical Specifications

a. Mowing

- i. All turf areas shall be cut to an even and uniform height consistent with accepted horticultural standards for southern turf types without scalping or leaving any uncut grass. All St. Augustine turf shall be mowed to a length of 3.5 inches in height. The Parks and Recreation Director or designee may adjust height requirements based on site conditions.
- ii. All mower blades shall be sharp enough to cut rather than tear the grass based on visual inspection by the City.
- iii. Mowing shall not be done when weather or conditions will result in damaged turf.
- iv. Mowing shall be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, etc.
- v. Upon completion, a mowed area shall be free of clumped grass clippings and ruts from mowing equipment.
- vi. Mowing in the medians shall be done in such a manner so that the discharge is not left on the street or sidewalk as much as possible.

b. Edging

- i. Edging shall be performed to coincide with mowing operations.
- ii. All sidewalks, inside curb edges, driveways, tree rings, landscape bed areas and hard or soft play courts shall be edged with each mowing cycle to a neat vertical uniform line. Care will be taken to prevent “edging away” of the turf.
- iii. Chemical edging is not permitted under this contract without prior written authorization from the City.

c. Trimming

- i. Trimming shall be performed to coincide with mowing operations.
- ii. Line trimming shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities of careless or excessive line trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement of damaged items at the City's discretion.

d. Shrub Pruning

- i. Each plant and shrub shall be maintained in accordance with standard horticultural practices to preserve the natural character of the plant in the manner fitting its use in the landscape design which may include some selective hand pruning.

- ii. All plant material removed during the pruning operation shall be cut off cleanly utilizing sharpened equipment with all cut material removed upon completion of the work.
- iii. All dead, dying, broken, and or, diseased plant material shall be removed by the Contractor as needed. Branches that protrude over walkways, growing through fences and obscuring roadway visibility shall be removed as needed.
- iv. The Contractor shall promptly notify the City of any evidence of pest infestations.
- v. Do not treat cut surfaces with commercial tree paint.
- vi. All shrubs located adjacent to buildings shall be trimmed such that there is a two (2) foot cleared area between the building and the hedge.
- vii. All shrubs in the right-of-way shall be pruned or sheared to comply with FDOT specifications for traffic safety. Site distance must be maintained at all times in accordance with FDOT Index 546. Any plant material that is not in compliance with FDOT Landscape Guidelines shall be pruned within twenty-four (24) hours of notification at no additional cost.
- viii. New growth on mature hedges shall not exceed 6" before being pruned.

e. Tree Pruning

- i. It is the contractor's responsibility to maintain any low-hanging growth and suckers growing from the trunk to a height of eight (8) feet. There will be no structural pruning as part of this contract.

f. General Use of Chemicals

- i. The Contractor shall obtain the City's written permission before any use of chemicals.
- ii. There shall be no run-off of chemicals into any water bodies, adjacent roadways, gutters, planting areas, or other hard surfaces.
- iii. Chemicals shall only be applied by or under the direct on-site supervision of those persons possessing a valid Florida Certified Pest Applicator's license.
- iv. Records must be kept and retained as prescribed by law for the use of pesticides and herbicides in all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions. A copy shall be given to the City with each billing.
- v. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the work site.
- vi. Any soil, sod, or plants contaminated by misuse of chemicals on the sites shall be removed and replaced at the Contractor's cost.

g. Weed Control

- i. The City intends to have weed-free conditions in all areas covered under this contract. The Contractor is responsible for keeping all areas covered under this contract weed-free at all times. The only exclusion allows for up to ten percent (10%) weed coverage in St. Augustine turf at any given time. Manual weeding shall take place at every mowing service call. Upon inspection after each mowing cycle, there should be no weeds visible.
- ii. The City shall inspect all areas to determine if weeds are present. Deductions shall be taken for incomplete work or for areas found not to be weed-free. Deductions of either 25%, 50%, 75%, or 100% will be assessed as determined by the Director of Parks and Recreation or designee.
- iii. All tree rings and landscape beds shall be weeded manually or chemically as deemed appropriate to provide a weed-free environment. All chemical applications must be made in conjunction with an appropriate spray indicator dye.
- iv. Under no circumstances shall any non-selective herbicides be applied to weeds growing within or adjacent to landscape materials or hedge lines (i.e. grass growing within shrub beds). Weeds located in these areas are to be manually removed. The Contractor shall be responsible for any damage or death to landscape materials through the use of chemicals and all damaged plant material must be replaced within twenty-four (24) hours of notification at the Contractor's cost.
- v. The Contractor shall supply all chemicals as part of the contract at no additional cost.
- vi. Turf weeds shall be controlled by the Contractor through the use of a granular or liquid selective herbicide approved by the City.
- vii. All walkways, driveways, curbs, cracks, expansion joints, pavers, miscellaneous areas and fence lines maintained through this contract may be treated for weeds. All turf areas adjacent to inanimate structures shall not be treated with non-selective herbicides.
- viii. The Contractor shall not use hula hoes, scuffle hoes, or related tools that may damage surface roots, plant items, stems and trunks, or disturb newly mulched beds.
- ix. The Contractor may provide treatment of beds with a pre-emergence herbicide to maintain weed-free standards.
- x. The goal is to maintain a weed-free environment. The Contractor shall provide weed control each time they visit a site/location (ID #) based on the frequency of service (ex: weekly, biweekly, etc.) as specified in this contract.
- xi. Upon contract commencement, weed control at locations currently overrun by weeds or otherwise in a state that chemical application and other weed prevention methods contained herein would not result in the City's goal of a weed-free

environment shall not be required until the City resolves the turf condition. Locations subject to this clause shall be approved by the City only. See Turf Herbicide Locations sheet.

h. Vine Control

- i. All plant material shall be kept free of vine growth at all times unless directed by the Director of Parks and Recreation or designee. All vines are to be removed to include uprooting them from the ground. This includes vines that are located on fences, trees, and structures city-wide.

i. Integrated Pest Management (IPM)

- i. Integrated Pest Management is a sustainable approach that combines the use of prevention, avoidance, monitoring, and suppression strategies in a way that minimizes economic, health, and environmental risks. IPM will be implemented for the treatment of damaging insects and diseases to the City's turf, shrub, and tree areas. Incidental application of pesticide shall be done as needed. Fire ant control (granular or power insecticide) shall be done as needed upon discovery of active mounds. White fly control shall be done as needed upon discovery.

j. Litter Control

- i. All debris, litter, and "hard junk" shall be removed from the turf area(s) to before the commencement of the mowing operations.
- ii. Litter control is a general requirement for all areas covered under this contract. Failure to provide acceptable litter control while conducting work may result in payment deductions based upon the area where litter was not picked up. For example, if it was not picked up before mowing then a deduction for mowing services of either 25%, 50%, 75%, or 100% in that area may occur at the discretion of the City.
- iii. Litter to be removed includes but is not limited to paper, glass, trash, undesirable materials, or debris deposited or blown on the sites. Fallen palm fronds and tree limbs shall also be removed before each mowing or litter collection operation. This includes all road kill items and carcasses.
- iv. "Hard junk" to be removed includes but is not limited to rubber, metal, plastic, cement, clothing, cardboard, furniture, appliances and machinery which do not require special equipment or handling for removal.
- v. Excessive leaf accumulation in turf areas that may inhibit turf quality or appearance shall be removed as part of this contract.

k. Clean-up

- i. All grounds maintenance debris generated by mowing, trimming, and edging shall be removed from streets, driveways, walkways, curbs, tree rings, and landscape beds immediately following each service. Blowing of clippings at City facilities is permitted; however, under no circumstances is excess clipping to be placed on,

near, or in a catch basin or water body. Every reasonable effort shall be made to limit the amount of grass clipping entering driving lanes while mowing medians.

I. Damages and Repairs

- i. Any damage to roads, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City. Failure to restore said damages within twenty-four (24) hours following notification shall result in a deduction from the Contractor's next invoice of the City's expenses for labor, material, services or equipment, including all related Administrative costs
- ii. Before contract commencement, if the Contractor requests a site visit to discuss any pre-existing conditions, the City agrees to meet on site. In the sole discretion of the City, pre-existing damages shall either be repaired by the City or accepted as an exception to this scope of work.

m. Work Schedule

- i. The Contractor shall be responsible for scheduling work with the frequencies and other requirements stipulated in this Contract. The Contractor shall provide the City with a detailed work schedule by the first work day of each week which outlines all projected work for the coming week and also shows work completed the previous week.

9. Remedies for Breach/Termination

The quality and acceptance of workmanship will be determined during site inspections by the City. Areas that are determined to be unacceptable shall be corrected by the Contractor at no additional compensation, within twenty-four (24) hours of notification. The Contractor shall not be compensated for the correction of deficient work, nor shall the Contractor be entitled to any time extension in connection therewith. The City reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within twenty-four (24) hours of notification. The City reserves the right to deduct the cost to correct unacceptable workmanship. Deductions of either 25%, 50%, 75%, or 100% will be assessed by the Director of Parks and Recreation or designee.

10. Irrigation Maintenance and Repair Services

- a. Prior to the commencement of the maintenance program, the Contractor shall have thirty (30) days from the start of the contract to inspect the irrigation systems and report existing damage or incorrect operation and coverage to the City. After this initial inspection report, the Contractor shall be responsible for the integrity of the systems and repairs.
- b. The Contractor shall be responsible for the operation and maintenance of the automatic irrigation systems and for setting and adjusting the time clocks and water sensor devices to ensure proper watering of all plant material and turf in the landscape.
- c. The Contractor shall be responsible for the labor and supervision to make minor irrigation repairs to the risers, sprinkler heads, and any lines up to two (2) inches in

diameter as required to keep the systems operating. Major repairs to main lines, pumps and intake piping shall be reimbursed by the City. Reimbursable repair work shall require written authorization by the City's designee prior to commencement. It is the sole responsibility of the Contractor to include any equipment, material, or material mark-up costs in the payment requests.

- d. The Contractor shall, at least once (1) per month, check time clocks for correct time and settings, fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer as originally installed unless otherwise approved in writing by the City's designee.
- e. The irrigation shall be capable of providing 1-1/2 inches of water to all turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The Contractor shall be required to make all repairs within a minimum twenty-four (24) hour time period or sooner as directed by the City's designee. Any form of damage to the irrigation systems must be reported to the City's designee in writing within 24 hours of discovery.
- f. The Contractor shall provide to the City's designee written irrigation schedules, itemized invoices and written monthly reports on the function of the irrigation systems along with any authorized reimbursable repairs performed. The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the Contractor.
- g. The City reserves the right to order parts, material, and equipment from other sources in its best interests.

11. Additional City Properties

- a. The City of Deerfield Beach is actively seeking bids from qualified lawn care maintenance service companies to enter a nonexclusive contract for maintaining the Marty Popelski property, Parcel Folio Number 484215054920, located at 1085 NW 45th Street, Deerfield Beach, FL 33064 (hereinafter collectively referred to as the "Property") and parcels or vacant lots owned by the city.
- b. Contractor shall be responsible to provide all labor, equipment, tools, transportation, insurances, licenses and incidentals necessary to perform the requested services. It is the responsibility of the Contractor to provide sufficient manpower to perform the work safely, expeditiously, and in a manner acceptable to the City.
- c. **Scope of Services**
 - i. Contractor shall provide bush hog mowing for approximately (50) acres, (12) times per year.
 - ii. The bush hog mowing of high grass shall include line trimming, finely mulching the cut grass and/or removal of the cut grass. The property shall be left in a neat and clean condition acceptable to the City.

- iii. The Contractor shall remove all debris associated with the low mowing prior to and after the work, including trash, branches and all other debris accumulated on the property. The equipment that is used to transport the debris shall be constructed in a manner to prevent further distribution or loss of such items along the roadway.
- iv. Contractor shall provide herbicide for weed control at all fence lines where accessible twelve (12) times per year.
- v. The Offeror shall submit Material Safety Data Sheet (MSDS) for all products to be used for weed control with their Response Attachments and obtain the City's permission before any use of additional chemicals.
- vi. Chemicals shall only be applied by or under the direct on-site supervision of those persons possessing a valid Florida Department of Agriculture and Consumer Services Pesticide Applicators License.
- vii. Records must be kept and retained as prescribed by law for the use of herbicides in all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions. A copy shall be given to the City with each billing.
- viii. Chemicals shall be applied when air currents are still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the work site.
- ix. There shall be no run-off of chemicals into any water bodies, adjacent roadways, gutters, planting areas, or other hard surfaces.

12. Scheduling of Work

The Contractor shall be responsible for scheduling the work with the City's Parks and Recreation Director or designee. The Contractor shall provide an ongoing schedule to be approved by the City's designee. The City seeks a Contractor who will provide accurate and timely completion of work. All completion schedules shall be adhered to by the awarded Contractor.

13. Quality Assurance

All employees shall be competent and highly skilled in their particular job to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibility.

14. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City's property and any other persons in or around the work site and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Director of Parks and Recreation or designee. Replacement or repairs shall begin within twenty-four (24) hours of the incident that caused the damage.

- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of the City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

15. Personnel

- a. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractor's employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers of a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job to properly perform the work assigned to them.

16. Contractor's Equipment and Vehicles

- a. Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If the equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.
- b. Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1645

Agenda Date: 12/6/2022

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 Shotspotter, Inc. for the Deerfield Beach Security Technology Enhancements - Shotspotter Project for a three year term in the total contract amount not to exceed \$595,000.00; authorizing execution of the Agreement; providing for an effective date. (Funds from account #182-0000-331-20-14 - DOJ - Violent Crime Theft Reduction)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$595,000

Account Name: DOJ - Violent Crime Theft Reduction

Account Number: 182-0000-331-20-14

Background/History

In February 2021, the U.S. House Committee on Appropriations announced that it will accept Member requests for Community Project Funding in appropriations bills for fiscal year 2022. In March 2021, the City of Deerfield Beach submitted a Community Project Funding Request, in the amount of \$595,000, to its congressional district members to procure ShotSpotter, a gunshot detection system. The City, in partnership with Broward Sheriff's Office, is committed to improving public safety. The goal of the project is to utilize gunfire detection services to support law enforcement efforts and reduce crime in the City. The project's scope of work will involve the installation of network sensors within a 4-square mile coverage area in Deerfield Beach (District 2) to identify, locate and track active gunfire and alert Broward Sheriff's Office so that they can effectively respond to and investigate incidents.

In April 2022, the City was notified by the U.S. Department of Justice, Bureau of Justice Assistance that the ShotSpotter project has been designated for funding in the Consolidated Appropriations Act, 2022 (Public Law 117-103). To receive the funding, the City was required to apply through the Byrne Discretionary Community Project Grants/ Byrne Discretionary Grants program; a grant application was submitted in May 2022.

Current Activity

On July 26, 2022, the City received a Notification of Award in the amount of \$595,000 for the Deerfield Beach Security Technology Enhancements – ShotSpotter project. The funding will be utilized to procure the ShotSpotter system for three (3) years. The project will be implemented in

partnership with the Broward Sheriff's Office for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available.

On September 6, 2022, the City Commission authorized acceptance of the Grant award, in the amount of \$595,000.00, from the DOJ through the Bureau of Justice Assistance FY 22 Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program for the Deerfield Beach Security Technology Enhancements – ShotSpotter Project, and authorized execution of the Grant Agreement with the DOJ.

Recommendation

Based on the service agreement and the associated DOJ grant award, staff recommends approval of the Agreement with Shotspotter for a three year term for a total contract amount not to exceed \$595,000.00.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SHOTSPOTTER, INC. FOR THE DEERFIELD BEACH SECURITY TECHNOLOGY ENHANCEMENTS – SHOTSPOTTER PROJECT FOR A THREE YEAR TERM IN THE TOTAL CONTRACT AMOUNT NOT TO EXCEED \$595,000.00; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in February 2021, the U.S. House Committee on Appropriations announced that it will accept member requests for Community Project Funding in appropriations bills for Fiscal Year 2022; and

WHEREAS, in March 2021, the City of Deerfield Beach submitted a Community Project Funding Request, in the amount of \$595,000, to its congressional district members to procure ShotSpotter, a gunshot detection system; and

WHEREAS, the goal of the ShotSpotter Project (the “Project”) is to utilize gunfire detection services to support law enforcement efforts and reduce crime in the City, and the Project’s scope of work will involve the installation of network sensors within a 4-square mile coverage area in Deerfield Beach to identify, locate and track active gunfire and alert the Broward Sheriff’s Office (“BSO”) so that BSO can effectively respond to and investigate incidents; and

WHEREAS, in April 2022, the City was notified by the U.S. Department of Justice, Bureau of Justice Assistance (the “DOJ”) that the ShotSpotter Project has been designated for funding in the Consolidated Appropriations Act, 2022 (Public Law 117-103); and

WHEREAS, on July 26, 2022, the City received a Notification of Award from the DOJ in the amount of \$595,000.00 for the Deerfield Beach Security Technology Enhancements – ShotSpotter project (the Grant”); and

WHEREAS, the Grant funding will be utilized to procure the ShotSpotter system for three (3) years, and the project will be implemented in partnership with the BSO for the grant agreement term of October 1, 2022 through September 30, 2025; and

WHEREAS, on September 6, 2022, the City Commission authorized acceptance of the Grant award, in the amount of \$595,000.00, from the DOJ through the Bureau of Justice Assistance FY 22 Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program for the Deerfield Beach Security Technology Enhancements – ShotSpotter Project, and authorized execution of the Grant Agreement with the DOJ; and

WHEREAS, staff recommends that the City Commission approve, and authorize execution of the Agreement with Shotspotter Inc., attached as Exhibit “A”, (the “Shotspotter Agreement”) for the Project for a three year term in the total contract amount not-to-exceed \$595,000.00.

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 approves the Shotspotter Agreement with Shotspotter, Inc., attached as Exhibit “A”, in the total contract amount of \$595,000.00 for the Project.

Section 3. The Mayor and City Manager are authorized to execute the Shotspotter 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 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

RESPOND SERVICES AGREEMENT



ShotSpotter, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this “Agreement”) is entered into by and between ShotSpotter, Inc. (referred to herein as “ShotSpotter”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Deerfield Beach, Florida (hereinafter referred to as “Customer”), with offices located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter’s gunshot location system (“ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service”) to be provided under this Agreement.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) are attached to, and incorporated in this Agreement:

- A. ShotSpotter Proposal ID # DEERFL050522 Rev1
- B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.
- B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.
- D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.
- E. Reviewed Alerts means the data reviewed by ShotSpotter’s incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.
- F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.
- G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

- H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.
- I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.
- B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.
- C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances, ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will notify Customer in writing as soon as practicable and terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.
- D. ShotSpotter will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).
- E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided in Exhibit B.
- F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.
- G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

- H. ShotSpotter will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided in Exhibit B. These requests may be made by the Customer or the Customer's authorized agents to ShotSpotter through one of the following methods: 1) email to support@shotspotter.com; 2) Live Chat through our ShotSpotter applications; 3) A phone call to our Customer Support organization at 888,274.6877, option 4. These are the only methods ShotSpotter will receive and respond to support requests.

A Tier 1 (as defined in the Support Matrix in Exhibit B) ShotSpotter Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, ShotSpotter will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of ShotSpotter's control, ShotSpotter will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available to Customer immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the Customer's DFR request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested by Customer in writing to provide such services, ShotSpotter will provide the requested expert witness services and invoice the Customer upon completion of the services for the number of hours

expended to prepare for and provide expert witness testimony, and actual travel expenses. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer in order to prepare. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable after the services are rendered regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

Unless otherwise specified in Exhibit A, the initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer via Insight (the “Initial Term”). The fees for the Subscription Services are set forth in Exhibit “A” and shall be fixed during the Initial Term.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change during renewal periods and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate not to exceed 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Sensors from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement or entering into a subsequent agreement with ShotSpotter and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license (“License”) to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, “Data” is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Subject to compliance with applicable public records laws and orders by a court with jurisdiction, Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated in writing as confidential, for any purpose other than bona fide use of the Subscription Services or Software in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data,

devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals for such a transfer, delivery or disclosure.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on

the U.S. Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement by Customer, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights by Customer, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination of this Agreement for any reason, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer, or Customer's employees, or Customer's contracted law enforcement agency (the Broward Sheriff's Office, Deerfield Beach District), of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless otherwise authorized under this Agreement or pursuant to a valid assignment under this Agreement. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement or as otherwise required by applicable law. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions; provided, however that nothing in this Agreement shall be deemed or treated as a waiver by Customer of any immunity to which it is entitled by law, including but not limited to Customer's sovereign immunity as set forth in Section 768.28, Florida Statutes.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement, the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

- A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

- B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.
- C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.
- D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.
- E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual

access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:

City of Deerfield Beach

Attn: Accounts Payable

150 NE 2nd Ave.

Deerfield Beach, FL 33441

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing reasonable assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties (except the City's contracted law enforcement agency) to operate, or have access to any part of the Subscription Services.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.
- F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.
- G. Customer and ShotSpotter shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend, hold harmless and indemnify Customer from and against any losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, or any component thereof, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which

was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, (collectively “Action”), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action, including but not limited to any cease and desist demands or warnings, and further provided that Customer reasonably cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer to the extent that the claim of infringement arises from or relates to the Customer's integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, or arises from or relates to the Customer or a third party modifying, altering, substituting, or supplementing any of the Subscription Services, or Software, provided to the Customer hereunder, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used by Customer for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and Software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful

act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the negligence or wrongful act of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such negligence or wrongful act based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the limits of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, terminate ShotSpotter's future obligations under this Agreement, and terminate Customer's License and access to use the Subscription Services and Software. Such termination shall not affect the right of ShotSpotter to receive payment of any unpaid fees due under this Agreement to the date of termination.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any applicable personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied. Notwithstanding the foregoing, if a force majeure event is not resolved within ninety (90) days of the Customer's receipt of written notice from ShotSpotter of the force majeure event, and ShotSpotter is unable to provide a plan for resumption of the Subscription Services, Customer may terminate this Agreement by written notice to ShotSpotter and ShotSpotter shall receive payment for any amounts due to ShotSpotter that accrued under this Agreement prior to such termination.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Florida, without giving effect to the conflict of law principles thereof. The venue for any legal action arising from this Agreement shall be in Broward County, Florida. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalid or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which may be withheld in the Party's sole discretion. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement, ShotSpotter will comply with all applicable local, state, and federal laws, statutes and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

ShotSpotter is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. ShotSpotter's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. PUBLIC RECORDS

To the extent that ShotSpotter meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, ShotSpotter must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. ShotSpotter shall keep and maintain public records required by the Customer to perform the services under this Agreement;
2. Upon request by the Customer, provide the Customer with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the Customer) on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if ShotSpotter does not transfer the records to the Customer;
4. Upon completion (or earlier termination) of the Agreement, ShotSpotter shall within 30 days after such event either transfer to the Customer, at no cost, all public records in possession of ShotSpotter or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If ShotSpotter transfers all public records to the Customer upon completion (or earlier termination) of the Agreement, ShotSpotter shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If ShotSpotter keeps and maintains public records upon completion (or earlier termination) of the Agreement, ShotSpotter shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.
5. **IF SHOTSPOTTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SHOTSPOTTER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF DEERFIELD BEACH, OFFICE OF THE CITY CLERK, 150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441, (954) 480-4213, FAX (954) 480-4323, WEB.CLERK@DEERFIELD-BEACH.COM.**
6. **SHOTSPOTTER ACKNOWLEDGES THAT THE CUSTOMER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO SHOTSPOTTER WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. SHOTSPOTTER FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CUSTOMER**

AS ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT SHOTSPOTTER HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. SHOTSPOTTER ACKNOWLEDGES AND AGREES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH REGARD TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION OF THIS AGREEMENT.

24. E-VERIFY

ShotSpotter 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 Agreement.

25. INSURANCE

ShotSpotter shall provide the Customer with evidence of insurability meeting the insurance requirements stated herein. ShotSpotter shall not commence the work or otherwise perform the services as required by this Agreement until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the Customer. ShotSpotter shall assume full responsibility and expense to obtain all necessary insurance.

a. General

- i. ShotSpotter shall furnish to the Purchasing and Contract Administration Division, Central City Campus, Building A, 401 SW 4th St., Deerfield Beach, FL 33441, a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein prior to execution of this Agreement. The required Certificates of Insurance shall name the types of policies provided. ShotSpotter's failure to provide to Customer the Certificates of Insurance or endorsements evidencing the insurance coverage shall provide the basis for the termination of the Agreement.
- ii. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. ShotSpotter shall be responsible to pay all deductible amounts, if any. ShotSpotter shall specifically name the City of Deerfield Beach as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- iii. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of ShotSpotter is complete, including all renewal terms. All policies must be endorsed to provide the Customer with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If such notice is not available from the applicable carriers, ShotSpotter shall provide notice. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- iv. The Customer 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.

b. Coverages

- i. ShotSpotter shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance as indicated with exes:

☒ **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. The City shall be included as an additional insured on the commercial liability policy.

☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) 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 Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) aggregate limit by disease and Five Hundred Thousand Dollars (\$500,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

☒ **Umbrella Liability Insurance** – An Umbrella Liability Policy shall be provided which shall contain limits of no less than Five Million Dollars (\$5,000,000.00) per occurrence.

☒ **Cyber Liability Insurance** – A Cyber Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per claim.

26. GENERAL PROVISIONS

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

- D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- G. Nothing in this Agreement shall be deemed or treated as a waiver by Customer of any immunity to which it is entitled by law, including but not limited to Customer's sovereign immunity as set forth in Section 768.28, Florida Statutes.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF DEERFIELD BEACH**SHOTSPOTTER, INC.**_____
Accepted By (Signature)_____
Accepted By (Signature)_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Date_____
Date

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: DEERFL050522 Rev1 (Attached)

EXHIBIT B – SERVICE LEVEL AGREEMENT**ShotSpotter Respond Gunshot Location System****Reviewed Alert Service Levels****Summary**

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. (“ShotSpotter”) and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced via email to Customer in advance; b) select holidays as defined below; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

² Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer in writing, which may be via email, with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for a minimum of ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “NumberAccuratelyLocated” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter Respond System produced an Accurate Location, NumberMislocated is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter Respond System produced an inaccurate location (i.e., a Mislocated Incident), and NumberNotDetected is the number of Verified Incidents for which the ShotSpotter Respond System failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter Respond System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter’s location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter Respond System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter Respond System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate at least 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

EXHIBIT A



**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for the City of Deerfield Beach, Florida
November 16, 2022
Proposal ID: DEERFL050522 Rev 1**

Submitted by: **Ron “Jake” Jacobs, Director – Southeast Region**
510.468.8934 mobile
650.887.2106 fax
rjacobs@shotspotter.com

ShotSpotter, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.shotspotter.com

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal in response to the City of Deerfield Beach's request. The proposed ShotSpotter Respond™ solution is designed to identify, locate, and track active gunfire, and will support the efforts of the Broward County Sheriff's Office (BCSO) to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

ShotSpotter's proposal is offered as a cooperative purchase under our Agreement with the Broward County Sheriff's Office, which allows any municipality within Broward County to contract directly with ShotSpotter. Pricing under the Broward County Agreement includes a waiver of Service Initiation Fees, a discounted Annual Subscription Fee, and an offer for the City to license a 1.0 mi² coverage area (in addition to the proposed 3.0 mi² coverage area) with ShotSpotter waiving the Service Initiation Fee and Annual Subscription fee for a maximum three-year term for the additional square mile. This offer equates to an overall savings of \$255,000 for the City. This special offer is contingent upon receipt of a fully executed contract for a three-year term no later than December 31, 2022.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Deerfield Beach.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 850 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 175 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted by 120 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Investigate™, a cloud solution for case management to improve overall clearance rates across all crime categories
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

Proposed Coverage Areas

ShotSpotter systems are deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. ShotSpotter has designed the final coverage areas based upon the City's requirements. The areas delineated by a red boundary in the images below are a rough estimate of the proposed coverage areas. The precise size of each area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage areas may vary. ShotSpotter will perform this verification during the installation process.

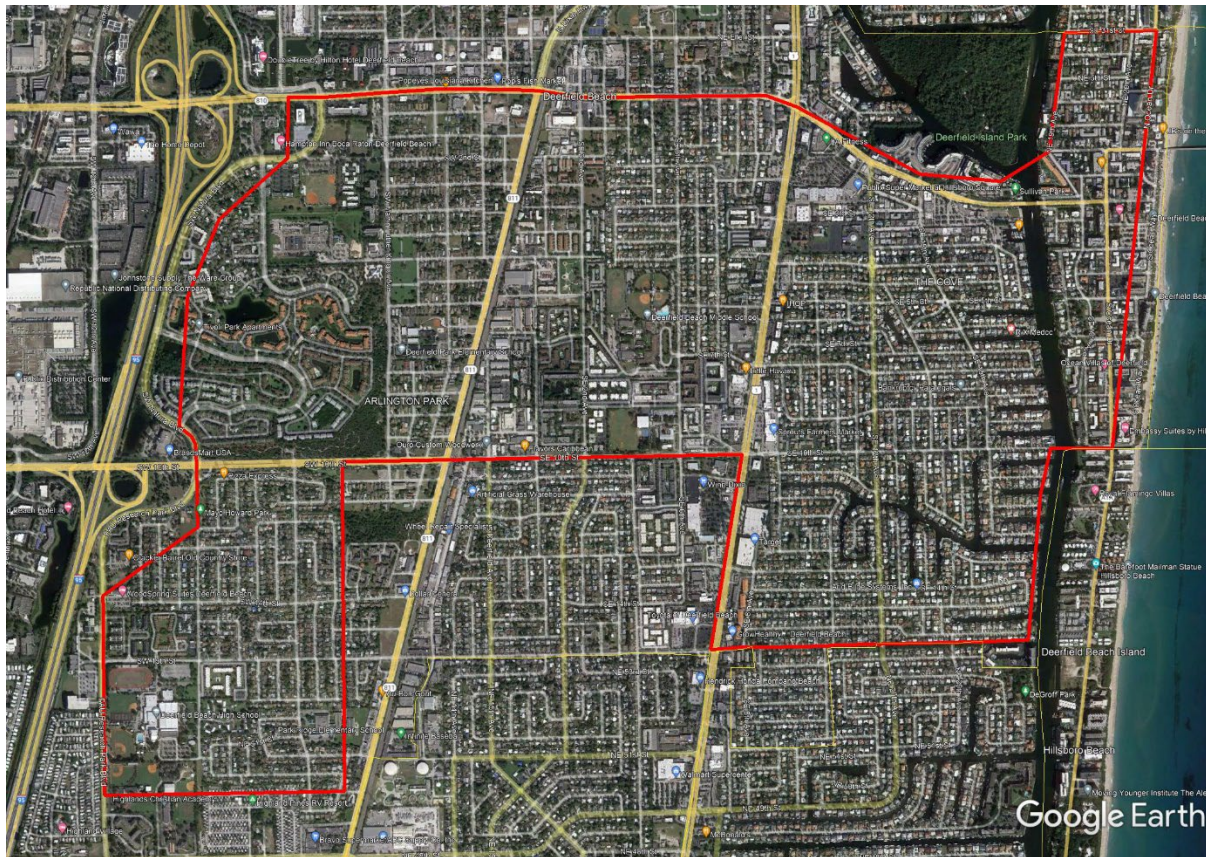


Figure 1: Proposed ShotSpotter Coverage Area (East) = 3 square miles

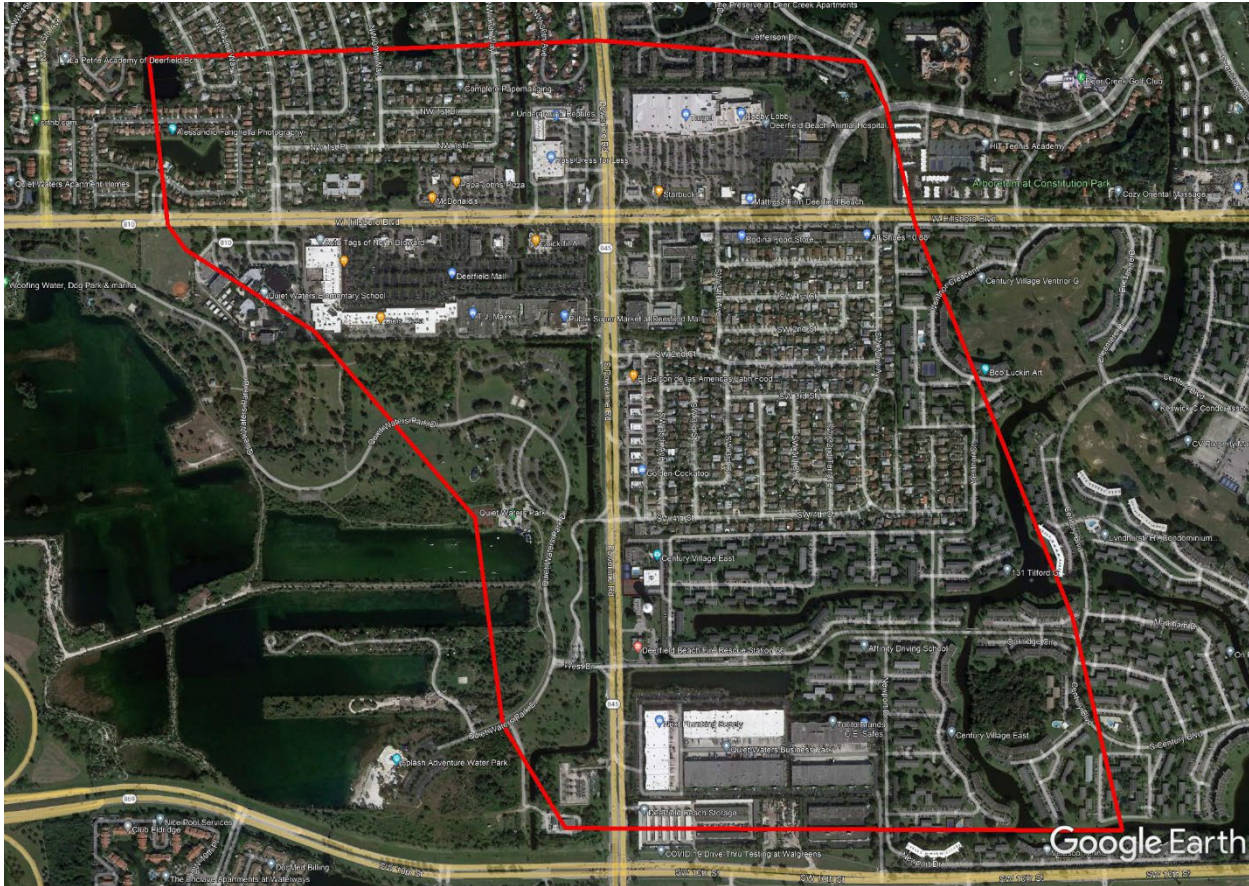


Figure 2: Proposed ShotSpotter Coverage Area (West) = 1 square mile

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

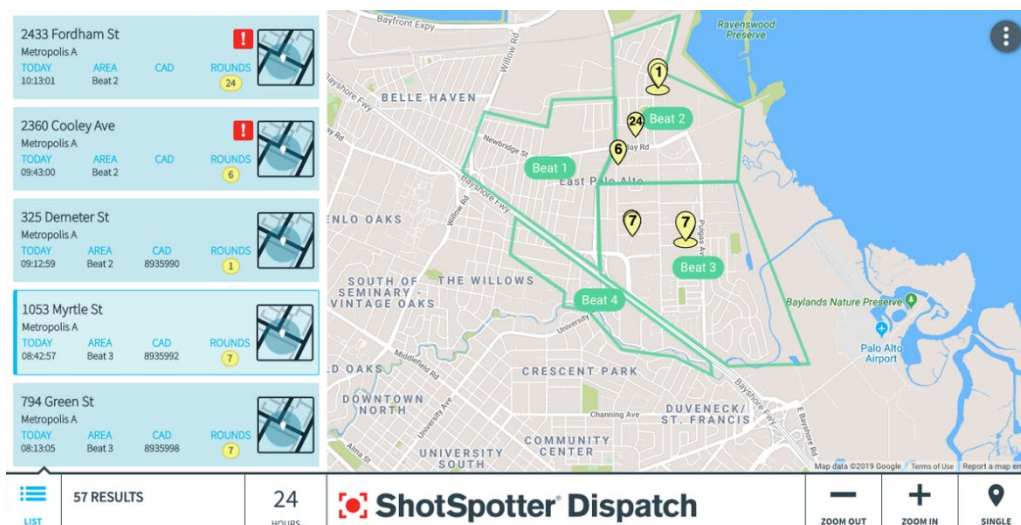


Figure 2: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

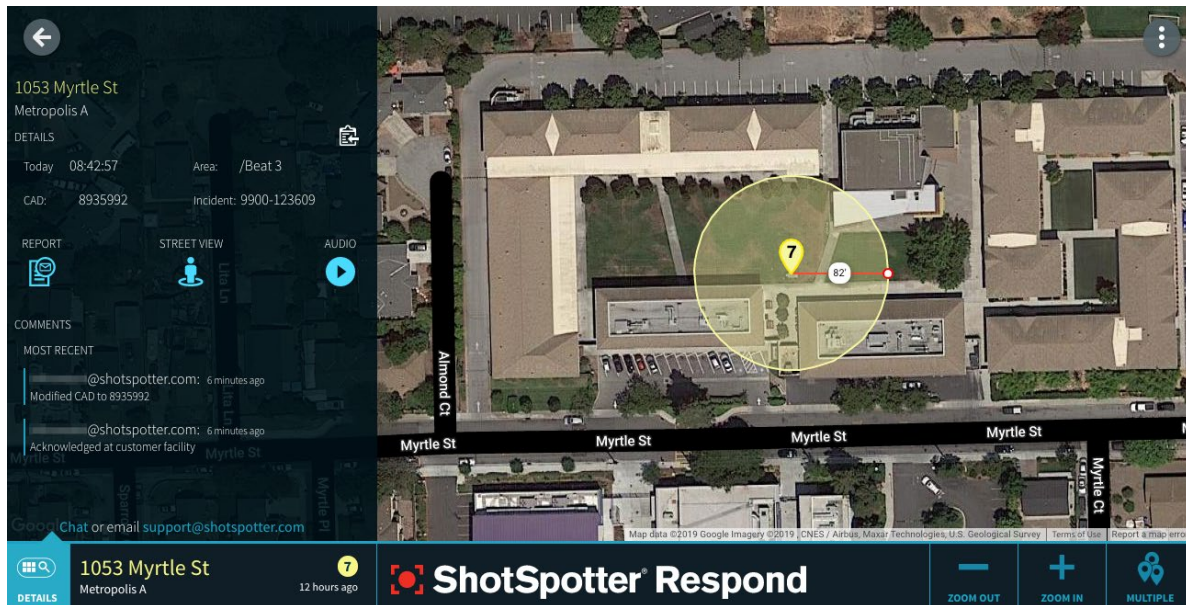


Figure 3: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g. "District 4 Gunfire – Last 28 days").

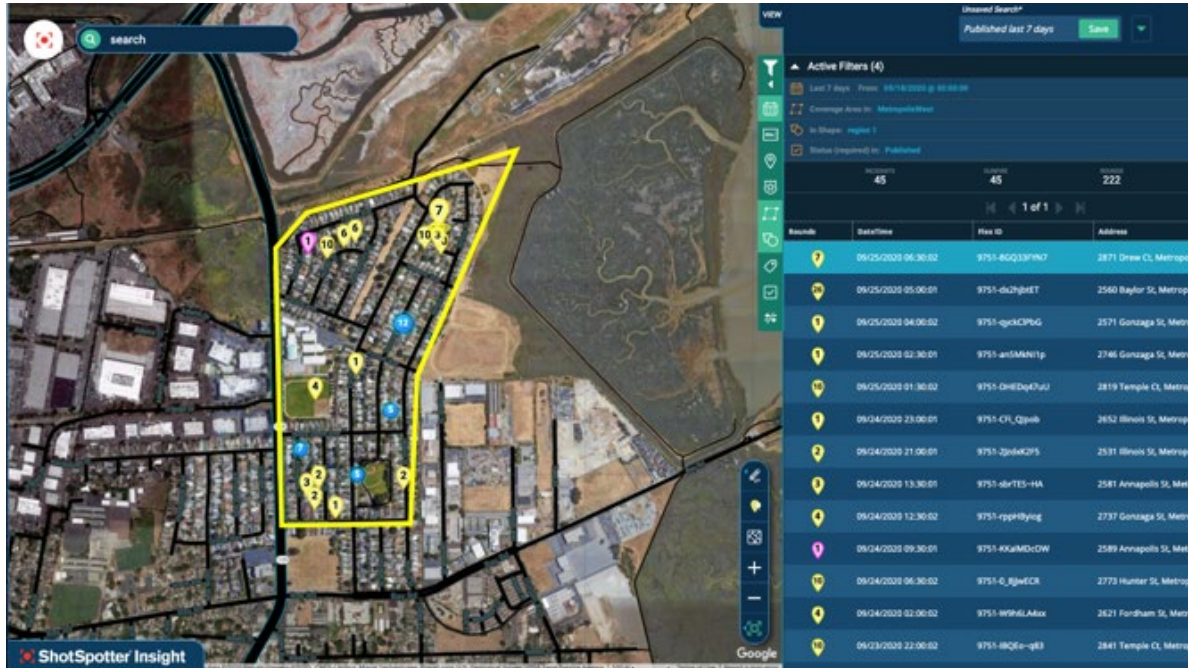


Figure 4: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence. Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.



Figure 5: Smart Watch Notification

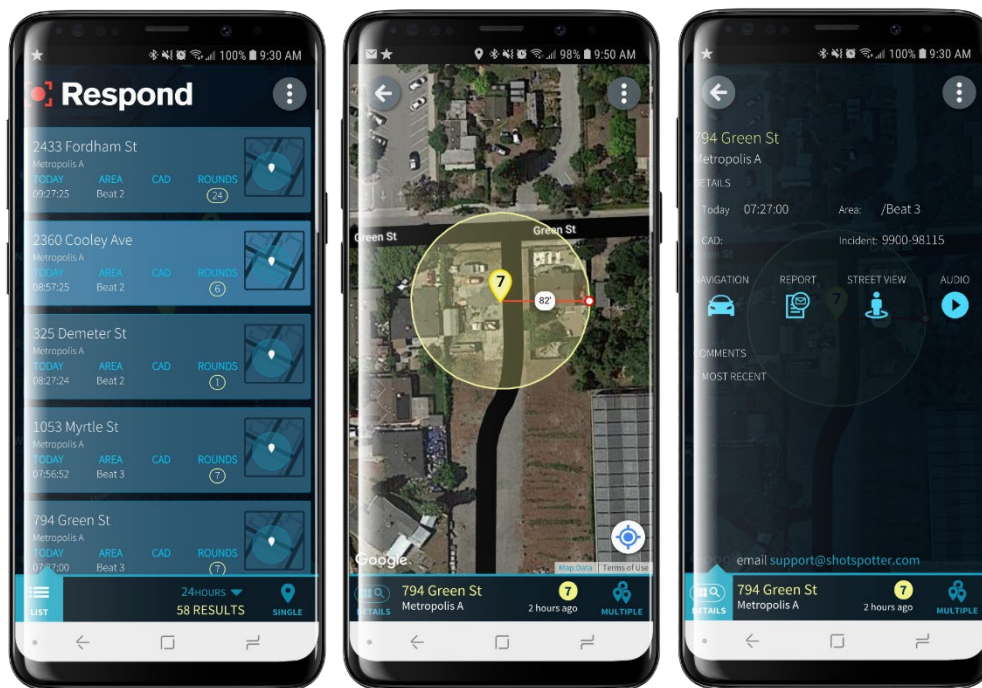


Figure 6: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

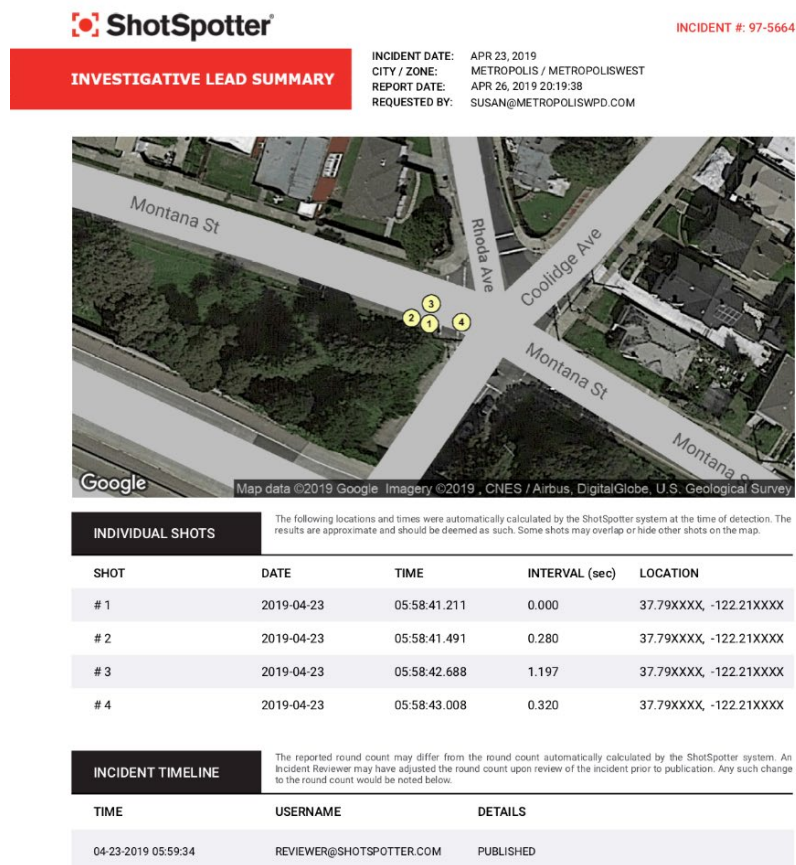


Figure 7: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

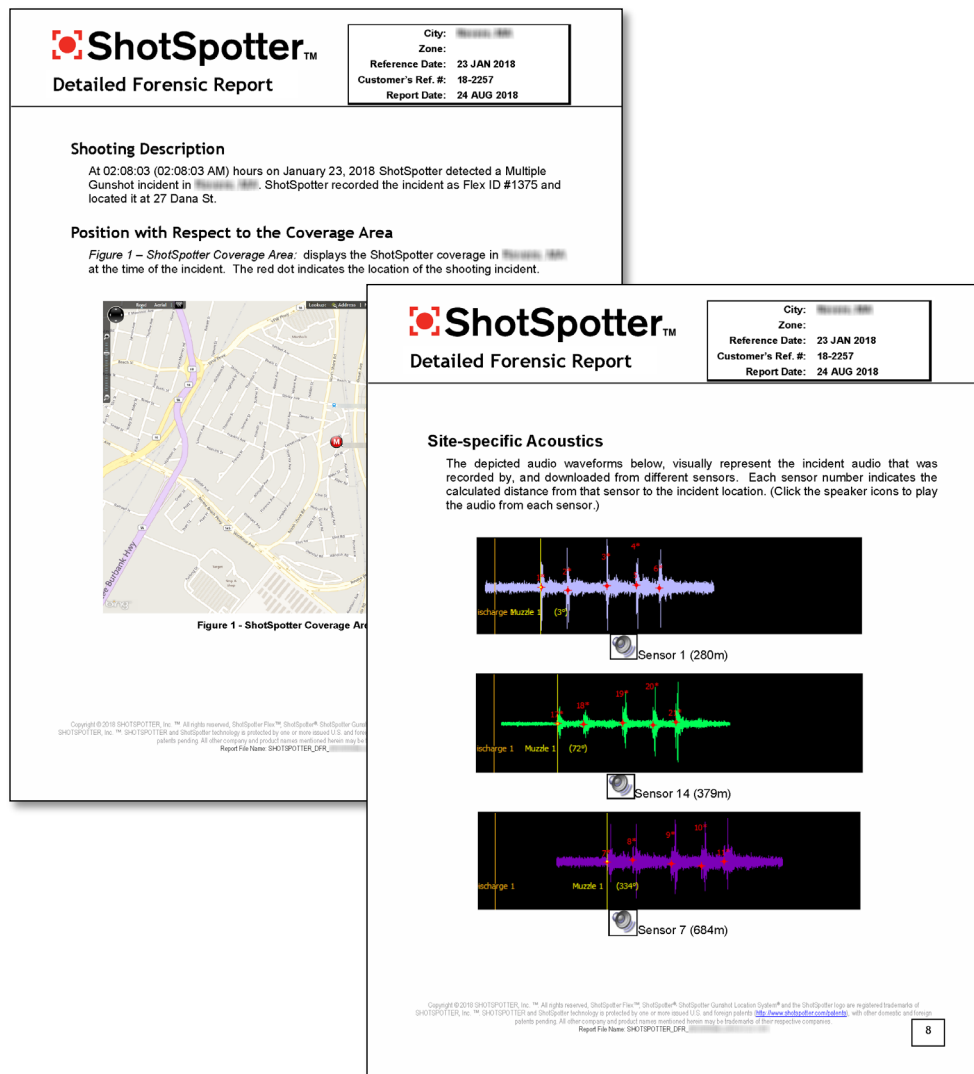


Figure 8: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	- Login support - Report a misclassification - Report a missed incident - Report a mislocated incident - Basic audio request - General/application questions - Request for ILS	Normal Support: - Analysis of missed gunshots - Detailed audio search - Performance analysis - Integration issues Critical Support: - System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has 120 customers covering more than 850 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Miami-Dade County, FL
- Miami, FL
- Riviera Beach, FL
- Tampa, FL
- Jacksonville, FL
- West Palm Beach, FL
- Fort Myers, FL
- Savannah, GA
- Jackson, TN
- Washington DC

Pricing

ShotSpotter's proposal is offered as a cooperative purchase under agreement with the Broward County Sheriff's Office, where any municipality within Broward County may contract directly with ShotSpotter for ShotSpotter coverage under the following terms:

- Annual ShotSpotter Respond Subscription fees of \$65,000 per square mile (regularly \$70,000 per square mile); and
- Annual ShotSpotter Respond Subscription fees will be waived for one square mile for any agency funding a minimum of three (3) square miles of new coverage.
- This pricing is available for the term of the applicable Agreement up to a maximum of three (3) years.
- This pricing expired June 20, 2021. However, based on discussions with the City of Deerfield Beach prior to the expiration date, and budget delays beyond the City's control, ShotSpotter is extending this pricing to the City of Deerfield Beach until December 31, 2022, provided that a Respond Services Agreement between ShotSpotter and the City of Deerfield Beach is executed no later than December 31, 2022. The resulting Agreement shall include a provision to address non-appropriation of funds, as well as a notice to proceed provision. ShotSpotter shall be under no obligation to begin implementation of services prior to receipt of notification from the City or applicable contracting agency stating that funding has been appropriated for the initial one-year subscription period.

ShotSpotter Standard List Price

Service	Quantity	Unit Price	One-Year Subtotal	Fees Waived (Three-Year Agreement)	Three-Year Total
Onboarding	1	\$10,000	\$10,000		\$10,000
Service Initiation (per square mile)	4	\$10,000	\$40,000	(\$40,000)	\$0
Annual Subscription Fee	4	\$70,000	\$280,000		\$840,000
TOTALS			\$330,000	(\$40,000)	\$850,000

Pricing for the City of Deerfield Beach

Service	Quantity	Unit Price	One-Year Subtotal	Fees Waived (Three-Year Agreement)	Three-Year Total
Onboarding	1	\$10,000	\$10,000		\$10,000
Service Initiation (per square mile)	4	\$10,000	\$40,000	(\$40,000)	\$0
Annual Subscription Fee	4	\$65,000	\$260,000		\$780,000
Annual Subscription Fee (Fee Waiver)	1		(\$65,000)	(\$195,000)	(\$195,000)
TOTALS			\$245,000	(\$235,000)	\$595,000

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services) \$350/hour
 Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack \$9,500/year

- Recurring annual subscription fee
- Includes up to three interfaces
- Does not include costs required from other vendors to implement or support the planned interfaces

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

- 50% of Year 1 fees due upon execution of agreement (\$102,500)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$102,500)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status (\$195,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status (\$195,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A (sample attached).
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing in this proposal is contingent upon ShotSpotter receiving a fully executed contract for the three-year term and the related purchase order no later than December 31, 2022.
- A Multi-Year Term Commitment discount will be applied to the one-time fees and is contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The pricing assumes that the City of Deerfield Beach will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

RESPOND SERVICES AGREEMENT



ShotSpotter, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this “Agreement”) is entered into by and between ShotSpotter, Inc. (referred to herein as “ShotSpotter”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Deerfield Beach, Florida (hereinafter referred to as “Customer”), with offices located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter’s gunshot location system (“ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service”) to be provided under this Agreement.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) are attached to, and incorporated in this Agreement:

- A. ShotSpotter Proposal ID # DEERFL050522 Rev 1
- B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.
- B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.
- D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.
- E. Reviewed Alerts means the data reviewed by ShotSpotter’s incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.
- F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.
- G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

- H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.
- I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.
- B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.
- C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.
- D. ShotSpotter will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).
- E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided in Exhibit B.
- F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.
- G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

- H. ShotSpotter will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided in Exhibit B. These requests may be made to ShotSpotter through one of the following methods: 1) email to support@shotspotter.com; 2) Live Chat through our ShotSpotter applications; 3) A phone call to our Customer Support organization at 888,274.6877, option 4. These are the only methods ShotSpotter will receive and respond to support requests.

A Tier 1 (as defined in the Support Matrix in Exhibit B) ShotSpotter Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, ShotSpotter will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of ShotSpotter's control. ShotSpotter will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of

the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

Unless otherwise specified in Exhibit A, the initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer via Insight.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the

Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in

the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

- A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.
- C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any

perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

- D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.
- E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:

City of Deerfield Beach

Attn: Accounts Payable

150 NE 2nd Ave.

Deerfield Beach, FL 33441

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.
- F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.
- G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and Software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable

theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Florida, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement ShotSpotter will comply with all applicable local, state, and federal laws, statutes and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

ShotSpotter is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. ShotSpotter's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. PUBLIC RECORDS

To the extent that ShotSpotter meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, ShotSpotter must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. ShotSpotter shall keep and maintain public records required by the Customer to perform the services under this Agreement;

2. Upon request by the Customer, provide the Customer with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the Customer) on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if ShotSpotter does not transfer the records to the Customer;
4. Upon completion (or earlier termination) of the Agreement, ShotSpotter shall within 30 days after such event either transfer to the Customer, at no cost, all public records in possession of ShotSpotter or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If ShotSpotter transfers all public records to the Customer upon completion (or earlier termination) of the Agreement, ShotSpotter shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If ShotSpotter keeps and maintains public records upon completion (or earlier termination) of the Agreement, ShotSpotter shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.
5. **IF SHOTSPOTTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SHOTSPOTTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF DEERFIELD BEACH, OFFICE OF THE CITY CLERK, 150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441, (954) 480-4213, FAX (954) 480-4323, WEB.CLERK@DEERFIELD-BEACH.COM.**
6. **SHOTSPOTTER ACKNOWLEDGES THAT THE CUSTOMER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO SHOTSPOTTER WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. SHOTSPOTTER FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CUSTOMER AS ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT SHOTSPOTTER HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. SHOTSPOTTER ACKNOWLEDGES AND AGREES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH REGARD TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION OF THIS AGREEMENT.**

24. E-VERIFY

ShotSpotter 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 Agreement.

25. GENERAL PROVISIONS

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF DEERFIELD BEACH

SHOTSPOTTER, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: DEERFL050522 Rev 1 (Attached)

EXHIBIT B – SERVICE LEVEL AGREEMENT**ShotSpotter Respond Gunshot Location System****Reviewed Alert Service Levels****Summary**

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. (“ShotSpotter”) and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

² Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “NumberAccuratelyLocated” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter Respond System produced an Accurate Location, NumberMislocated is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter Respond System produced an inaccurate location (i.e., a Mislocated Incident), and NumberNotDetected is the number of Verified Incidents for which the ShotSpotter Respond System failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter Respond System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter’s location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter Respond System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter Respond System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1646

Agenda Date: 12/6/2022

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 First Amendment to the Police Services Agreement with the Broward Sheriff's Office; authorizing execution of the First 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

Due to the expansion of the Operational and Tactical Intelligence Center (OTIC) and the increased need for supervision, the Commission approved a budgetary change to replace two unfilled deputy positions with a law enforcement sergeant. Furthermore, during the budgetary process the Commission approved staffing crossing guard positions solely via contract provider. This amendment to the police services contract with BSO is to clarify and update the language to reflect same.

Current Activity

The purpose of this agenda item is to approve changes in the Police Services Agreement with BSO to bring it into alignment with what was approved through the budgetary process.

The Amendment also reflects the 4 additional deputies that were previously added to the BSO Deerfield Beach District.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE POLICE SERVICES AGREEMENT WITH THE
BROWARD SHERIFF'S OFFICE; AUTHORIZING EXECUTION OF
THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, pursuant to the City's home rule powers, the City has the authority to provide or enter into a contract for the provision of police services within the municipal boundaries of the City; and

WHEREAS, on March 16, 2021, the City Commission approved a new agreement for police services with the Broward Sheriff's Office ("BSO") for a five year term commencing on April 1, 2021 and continuing through March 31, 2026 (the "Police Service Agreement"); and

WHEREAS, the City and BSO desire to enter into a First Amendment to the Police Services Agreement, under the terms and conditions set forth in the attached Exhibit "1", to: (i) amend the staffing structure to replace two unfilled Deputy positions with one additional Deputy Sheriff Sergeant, and (ii) remove provisions relating to School Crossing Guards as employees of the City (the "First Amendment"); and

WHEREAS, the First Amendment to the Police Services Agreement takes effect commencing as of October 1, 2022; and

WHEREAS, the City Commission finds it in the best interest of the City to approve, and authorize execution of, the First Amendment to the Police Services Agreement with BSO.

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 First Amendment to the Police Services Agreement with BSO, attached as Exhibit "1", is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the First Amendment, 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 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.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**FIRST AMENDMENT TO
AGREEMENT FOR POLICE SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES, dated as of October 1, 2022, is made by and between the City of Deerfield Beach, (hereinafter referred to as the “CITY”) and the Broward Sheriff’s Office (hereinafter referred to as “BSO”).

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, on March 16, 2021, the City Commission approved a new agreement for police services with the Broward Sheriff’s Office (“BSO”) for a five year term commencing on April 1, 2021 and continuing through March 31, 2026 (the “Police Service Agreement”); and

WHEREAS, the CITY and the SHERIFF desire to amend Exhibit “A” of the Police Services Agreement to (i) amend the staffing structure to replace two unfilled Deputy positions with one additional Deputy Sheriff Sergeant, and (ii) remove provisions relating to School Crossing Guards as employees of the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Effective October 1, 2022, the staffing structure as listed on Exhibit “A” to the Police Services Agreement shall be amended to replace two unfilled Deputy positions with one additional Deputy Sheriff Sergeant.
3. The amended staffing structure and consideration for Fiscal Year 2022/2023, is set forth in the attached Exhibit “A”, which is hereby adopted by the parties. The struck through provisions in the attached Exhibit “A” regarding School Crossing Guards are hereby deleted.
4. All other Sections of the Police Services Agreement remained unchanged and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY REMAINS BLANK

**FIRST AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE
CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY,
FLORIDA**

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE LYNCH, General Counsel

CITY OF DEERFIELD BEACH, FLORIDA

Witnesses:

Print Name:

Print Name:

By: _____
BILL GANZ, MAYOR

Date: _____

ATTESTED:

SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

FIRST AMENDMENT
EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Deerfield Beach, FL
FIRST AMENDMENT EFFECTIVE DATE:	October 1, 2022
FIRST YEAR:	April 1, 2021 – March 31, 2022
TERM:	April 1, 2021 – March 31, 2026
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
STAFFING STRUCTURE:	District Complement 1 Captain 1 Executive Officer/Lieutenant 2 Lieutenants 13<u>14</u> Deputy Sheriff Sergeants 115<u>117</u> Deputy Sheriffs 6 Community Service Aides 1 Crime Analyst 7 Part-time Parking Enforcement Specialists 2 Clerical Personnel 1 Secretary 149<u>152</u> TOTAL PERSONNEL
MINIMUM STAFFING:	BSO will assign 28 sworn patrol personnel (excluding CST and CI) in a twenty-four hour period, each working a twelve (12) hour shift. A minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such

	Deputies as needed to meet the law enforcement needs of the CITY during any shift.
CONSIDERATION: Monthly Consideration FY 2021 Monthly Consideration FY 2023	 \$ 2,131,258.67 (FY 2021) \$ 2,365,055.75 (FY 2023)
POLICE SERVICES CENTER ADDRESS:	300 Northeast 2 nd Street Deerfield Beach, FL 33441
FACILITIES ADDRESSES:	Police Headquarters 300 Northeast 2 nd Street, FL 33004 Deerfield Beach, FL 33441
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	City Manager David Santucci City of Deerfield Beach 150 Northeast 2nd Avenue Deerfield Beach, Florida 33441
Specific Terms:	<i>Criminal Investigative Unit and Selective Enforcement Unit</i> A Criminal Investigations Unit and Crime Suppression Team (CST) shall be established to conduct the necessary investigations of criminal activity within the CITY. The CST Team's and Criminal Investigative Unit's caseload responsibility will be determined by the District Chief or designee. The District Criminal Investigations Unit and CST Team are specialized assignments within the CITY for particular investigations where and as the need for same requires. The Units shall not operate in the traditional shift structure. The on duty status of the Units will be determined by the District Chief or designee subject to recognized labor guidelines. <i>Parking Enforcement</i>

	BSO agrees to provide the CITY with seven (7) part-time Parking Enforcement Specialists. Parking Enforcement Specialists shall perform those functions as described in the job description on file with BSO. All candidates for Parking Enforcement Specialist shall be subject to BSO hiring procedures. The scheduling of Parking Enforcement Specialists shall be in the sole discretion of the District Chief or his designee in consultation with the City Manager. BSO COPS Program members may assist with parking enforcement within the CITY as mutually agreed upon between BSO and the CITY. <i>School Crossing Guard Program</i> BSO shall assist the CITY with the management of the Deerfield Beach School Crossing Guard Program in the field, monitor the Crossing Guards performance of their duties and report to the CITY on their performance in a manner and frequency agreed upon between the City Manager and the District Chief. The School Crossing Guard Program includes school crossing guards employed by the CITY (collectively, the “Employee Guards”) and school crossing guards (the “Contracted Guards”) employed by a firm (the “Contractor”) that perform school crossing guard services pursuant to a contract with the CITY (collectively, the “Crossing Guard Contract”). The CITY, as an employer of the , has the ultimate authority with regards to any and all employment related issues concerning the Employee Guards, which include but are not limited to, hiring, scheduling (times and locations), supervision, control, pay, discipline, training, promotions, uniforms, and policies and procedures. BSO and the CITY acknowledge that the Contractor shall have the ultimate authority regarding any and all employment related issues concerning the Contracted Guards, subject to the terms of the Crossing Guard Contract. Any and all School Crossing Guards assigned to the City School Crossing Guard Program shall either be deemed employees of the CITY as to Employee Guards or of the Contractor as to Contractor Guards, but not of BSO <u>or the CITY.</u>
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	The CITY shall be responsible for any and all costs attributed to the employment of the City Employees including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals, FICA taxes, unemployment taxes, and any other recognized employee benefit or right. The CITY shall be responsible for any and all costs for the Crossing Guard Contract. BSO shall not be liable for and the CITY agrees to indemnify BSO against any and all liability resulting from injury or illness, or any kind whatsoever, to the School Crossing Guards; however this indemnity does not include any negligence of BSO or BSO's employees. The CITY shall be responsible for withholding employment related taxes including, but not limited to, FICA and Federal withholdings, from the Employee Guards' pay. BSO shall not be responsible, in any manner, for any costs or expenses attributed to the CITY's School Crossing Guard Program, the Crossing Guard Contract or the employment of the School Crossing Guards. To the extent permitted by law, the CITY <u>shall cause the Contractor to</u> indemnify, hold harmless, and defend BSO, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of the School Crossing Guards. BSO reserves the right to select defense counsel. Provisions of this section shall survive the expiration or nearly termination of this Agreement. To the extent permitted by law, the CITY shall indemnify, hold harmless, and defend BSO, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from any School Crossing Guard employment related benefits or rights including, but not limited to, salaries, uniforms, work supplies, retirement contributions, insurance benefits, worker's compensation, unemployment compensation, leave accruals,
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	FICA taxes, unemployment taxes, and any other recognized employee benefit or right. To the extent permitted by law, BSO shall hold harmless, indemnify and defend the CITY against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, which may result from or arise out of the negligent acts of the employees of BSO while acting within the scope of their employment. BSO and CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity. BSO reserves the right to terminate the BSO'S assistance to the School Crossing Guard Program, provided BSO gives the CITY written notice of such termination no less than sixty (60) days prior to the commencement of the school year. The CITY reserves the right to terminate BSO's assistance to the School Crossing Guard Program upon providing BSO with no less than ninety (90) days prior written notice. The CITY shall comply with all applicable sections of the Americans with Disabilities Act, Family Medical Leave Act, Fair Labor Standards Act, and all other federal, state, and local laws, rules, regulations, codes, and ordinances. The CITY shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, or physical or mental disability. <u>Special Event Detail</u> Three Details for City Sponsored Events are included in the annual consideration. The three events may include the following: 1. July 4th Celebration – one day event 2. Festival of the Arts – two day event 3. Pioneer Days – three day event, or such other events as agreed upon between the City Manager and District Chief not to exceed six days per year.
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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1619

Agenda Date: 12/6/2022

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, accepting utility easements set forth on the Manchester Plat Parcel "C" related to the redevelopment project known as IRLAB Deerfield Beach, located at 3201 SW 15th Street; providing for implementation, conflicts, severability 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 referenced easements are situated on Parcel "C" Manchester Plat, Plat Book 124 page 24, located at 3201 SW 15 Street in Deerfield Beach. These dedications are a result of extensions made to fire line services and hydrants as a result of the Development Review process to ensure adequate fire protection for the redevelopment project known as IRLAB Deerfield Beach. Copies of sketches and descriptions are attached for reference.

Current Activity

Construction for the redevelopment of the existing building at 3201 SW 15 Street is complete and all improvements have been installed and accepted as constructed. It is recommended the City Commission accept the easements to ensure access for maintenance to City assets in perpetuity.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida accept the utility easements connected to the redevelopment of the property located at 3201 SW 15 Street.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING UTILITY EASEMENTS SET FORTH ON THE MANCHESTER PLAT PARCEL “C” RELATED TO THE REDEVELOPMENT PROJECT KNOWN AS IRLAB DEERFIELD BEACH, LOCATED AT 3201 SW 15TH STREET; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, construction for the redevelopment of an existing building owned by Health Services Delaware, Inc. and located at 3201 SW 15th Street (the “Property”) is now complete and all improvements have been installed and accepted as constructed (the “IRLAB Deerfield Beach Project”); and

WHEREAS, as part of the IRLAB Deerfield Beach Project, extensions were made to fire line services and hydrants to ensure adequate fire protection; and

WHEREAS, utility easements associated with the extensions to water services in connection with the project have been provided to ensure access for City maintenance to city assets in perpetuity, as more specifically indicated in the attached Parcel “C” Manchester Plat recorded as Plat Book 124 at Page 24 (the “Utility Easements”); and

WHEREAS, in order to ensure the dedication of these Utility Easements to the City, it is necessary for the City to accept Utility Easements documents, which will be recorded in the Public Records of Broward County; and

WHEREAS, the City Commission finds that accepting the Utility Easements depicted on Exhibit “A” serves a municipal purpose; and

WHEREAS, the City Commission finds that acceptance of the Utility Easements 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 accepts the Utility Easements, as depicted in the attached Exhibit “A”.

Section 3. The Owner of the Property shall submit the appropriate Utility Easements documents to the City, in a form acceptable to the City Attorney.

Section 4. The appropriate City officials are hereby authorized and directed to record the necessary documents to effectuate the purpose and intent of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. 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 or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. 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

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF PARCEL "C", MANCHESTER PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 10, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL "C"; THENCE ALONG THE WEST LINE OF SAID PARCEL "C", N00°48'05"W, A DISTANCE OF 106.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, N00°48'05"W, A DISTANCE OF 10.00 FEET; THENCE N89°12'38"E, A DISTANCE OF 34.13 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT "A"; THENCE S00°47'22"E, A DISTANCE OF 16.76 FEET; THENCE S89°12'38"W, A DISTANCE OF 10.00 FEET; THENCE N00°47'22"W, A DISTANCE OF 6.76 FEET; THENCE S89°12'38"W, A DISTANCE OF 24.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID REFERENCE POINT "A"; THENCE N57°06'31"E, A DISTANCE OF 212.78 FEET TO THE POINT OF BEGINNING # 1; THENCE N00°47'22"W, A DISTANCE OF 15.11 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF WATER DISTRIBUTION EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 15282, PAGE 83 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, N89°12'38"E, A DISTANCE OF 10.05 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT "B"; THENCE S00°45'45"E, A DISTANCE OF 15.11 FEET; THENCE S89°12'38"W, A DISTANCE OF 10.04 FEET TO THE POINT OF BEGINNING # 1.

TOGETHER WITH:

COMMENCING AT THE AFORESAID REFERENCE POINT "B"; THENCE ALONG THE SOUTH LINE OF SAID WATER DISTRIBUTION EASEMENT, N89°12'38"E, A DISTANCE OF 100.24 FEET TO THE POINT OF BEGINNING # 2; THENCE CONTINUE ALONG SAID SOUTH LINE, N89°12'38"E, A DISTANCE OF 10.00 FEET; THENCE S00°47'45"E, A DISTANCE OF 10.00 FEET; THENCE S89°12'38"W, A DISTANCE OF 10.00 FEET; THENCE N00°47'45"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING # 2.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 03, 2022. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

David
Lindley

Digitally signed
by David Lindley
Date: 2022.11.03
09:28:32 -04'00'

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE 11/03/2022

DRAWN BY AS

F.B./ PG. N/A

SCALE NONE

JOB NO. 8699-UE

PARCEL "C", MANCHESTER PLAT
UTILITY EASEMENT
SKETCH AND DESCRIPTION

EXHIBIT "A"

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N00°48'05"W, ALONG THE WEST LINE OF PARCEL "C", MANCHESTER PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (90 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

LEGEND/ABBREVIATIONS

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
PG(S). - PAGE(S)
 C - CENTERLINE
 Δ - DELTA (CENTRAL ANGLE)
P.B. - PLAT BOOK
 L - ARC LENGTH
 R - RADIUS

DE - DRAINAGE EASEMENT
L.B. - LICENSED BUSINESS
O.R.B. - OFFICIAL RECORD BOOK
 UE - UTILITY EASEMENT
O.R.B. - OFFICIAL RECORDS BOOK
 R/W - RIGHT-OF-WAY
REF. PT. - REFERENCE POINT

THIS IS NOT A SURVEY

SHEET 2 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

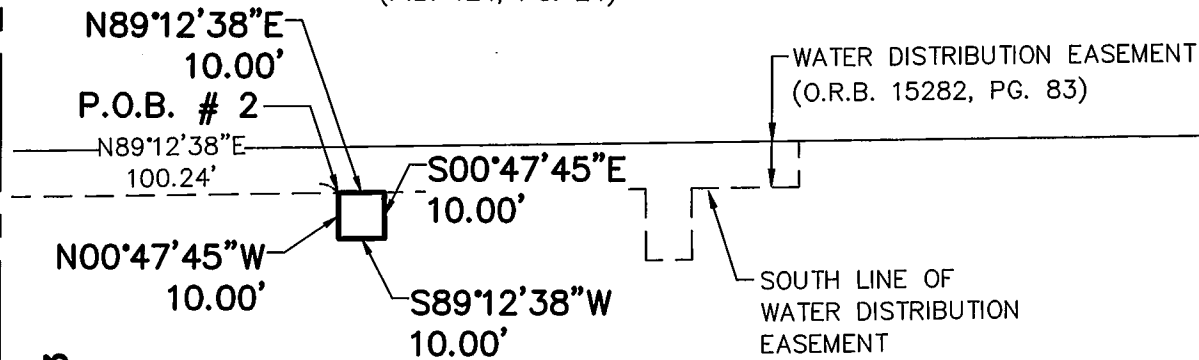
PARCEL "C", MANCHESTER PLAT
UTILITY EASEMENT
SKETCH AND DESCRIPTION

DATE	11/03/2022
DRAWN BY	AS
F.B. / PG.	N/A
SCALE	NONE
JOB NO.	8699-UE

EXHIBIT "A"

**PARCEL "C"
MANCHESTER PLAT**

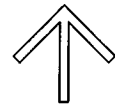
(P.B. 124, PG. 24)



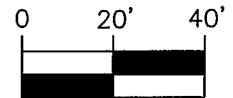
MATCHLINE
SEE SHEET 3

**PARCEL "C"
MANCHESTER PLAT**

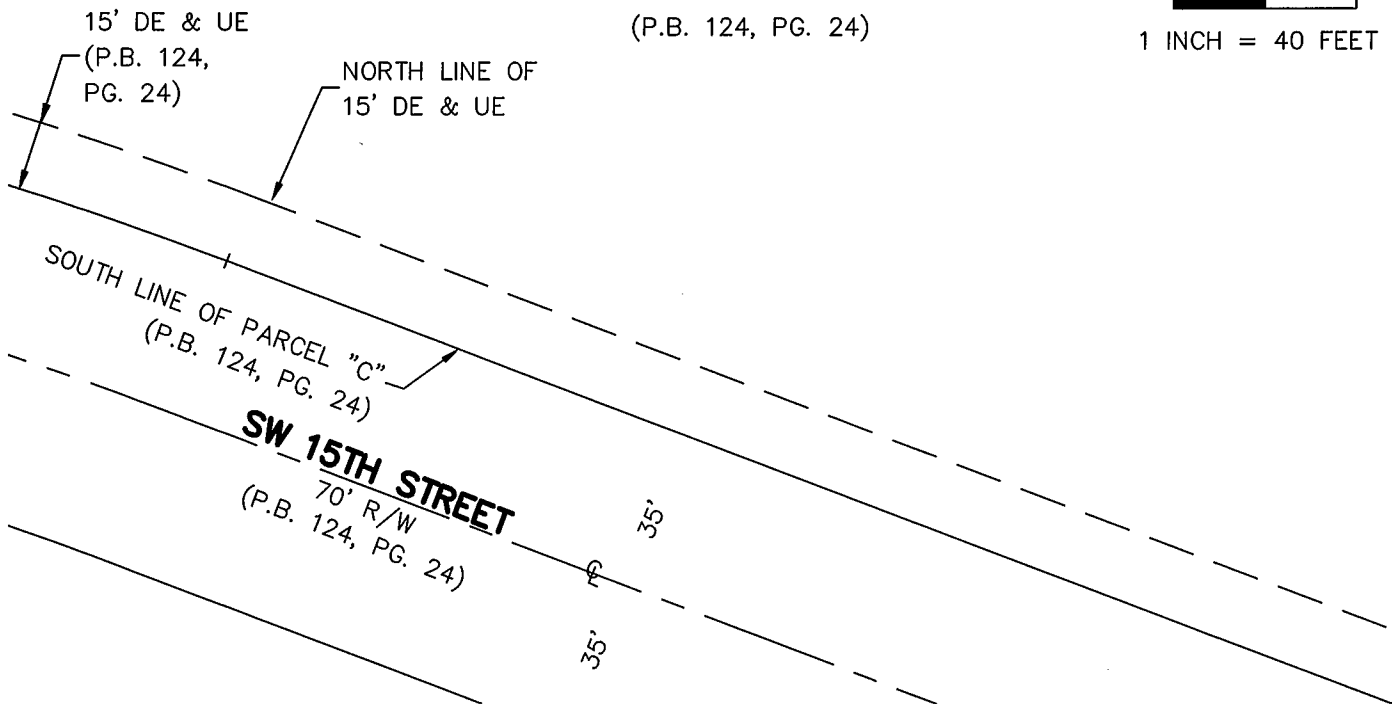
(P.B. 124, PG. 24)



NORTH



1 INCH = 40 FEET



THIS IS NOT A SURVEY

SHEET 4 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**PARCEL "C", MANCHESTER PLAT
UTILITY EASEMENT
SKETCH AND DESCRIPTION**

DATE 11/03/2022

DRAWN BY AS

F.B./ PG. N/A

SCALE 1"=40'

JOB NO. 8699-UE



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1622

Agenda Date: 12/6/2022

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 Award of Invitation to Bid #22-37-PC for the Deerfield Elementary and Deerfield Middle School SRTS LAP Sidewalk Project - Various Locations; authorizing execution of an agreement with FG Construction, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$510,176.52; providing for an effective date. (Funds from Account #183-9100-581-90-04 - Public Works Grant - Capital Project Interfund/Road & Bridge & Account #108-5050-541-60-31 - Infrastructure 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: \$510,176.52

Account Name: Public Works Grant - Capital Project Interfund/Road & Bridge

Account Number: 183-9100-581-90-04 (FY 23)

Secondary Account Name: Infrastructure Improvements other than Buildings

Secondary Account Number: 108-5050-541-60-31 (FY 23)

Background/History

In January 2018, the City of Deerfield Beach, in partnership with Deerfield Park Elementary, Tedder Elementary, and Deerfield Beach Middle (the "Deerfield Schools"), submitted an application (the "Application") for the Safe Routes to School ("SRTS") grant (the "Grant") to the Florida Department of Transportation ("FDOT") to pay for improvements along the routes to Deerfield Schools, including new sidewalks, signage (school signs, speed limit signs, "No Parking" signs), pedestrian zoning and striping, crosswalks, and walk safety education curriculum (the "Project"). The Grant is a community-based grant aimed to create safe routes to school and encourage more walking and biking where safety is not a barrier. The Grant supports the City's mission to create a safe, healthy, and active community that embraces culture, economic growth, recreation, and educational opportunities inclusive to all.

The Application was the result of coordinated efforts with the Broward Sheriff's Office, school officials, and community partners who participated in walkability audits, parent surveys, and community meetings.

In September 2018, the City was notified that the Application was approved and would be funded for construction via a Local Agency Program ("LAP") agreement and that the development of design plans and any design activities were the responsibility of the City. Federal funds in the amount of \$382,419.00 are programmed in the State Transportation Improvement Program in 2023 towards the construction of this Project.

By Resolution 2021/058 and pursuant to RFQ #21-11-IG, the City Commission approved a Work Authorization with Keith and Associates for professional design services for the Deerfield Schools LAP Project. Final construction plans were completed and submitted to FDOT in December 2021, and a final procurement package was submitted

to FDOT in April 2022.

Current Activity

The Purchasing and Contract Administration Division issued an Invitation to Bid for Deerfield Elementary and Deerfield Middle School SRTS LAP Sidewalk Project – Various Locations, ITB #22-37-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On September 19, 2022, the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was also sent to one hundred fifty-three (153) prospective Offeror's via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the ITB.
- One (1) Addendum was issued to make additions, deletions and changes to the ITB documents.
- On October 25, 2022 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- FG Construction, LLC is the apparent low, responsive and responsible bidder.
- The Purchasing and Contract Administration Division reviewed the responses and discussed them with the Environmental Services, Project Engineer and concluded that FG Construction, LLC meets all the requirements of the ITB.
- The Environmental Services, Project Engineer recommends awarding the contract to FG Construction, LLC with concurrence by the Florida Department of Transportation.
- Reference checks were conducted on FG Construction, LLC and revealed positive ratings.

In summary, FG Construction, LLC is the low, responsive and responsible bidder able to meet all the ITB requirements; therefore, the award recommendation of this contract is to FG Construction, LLC.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve award and execution of a contract with FG Construction, LLC for the Deerfield Elementary and Middle Safe Routes to School - Various Locations Project.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #22-37-PC FOR THE DEERFIELD ELEMENTARY AND DEERFIELD MIDDLE SCHOOL SRTS LAP SIDEWALK PROJECT – VARIOUS LOCATIONS; AUTHORIZING EXECUTION OF AN AGREEMENT WITH FG CONSTRUCTION, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$510,176.52; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) requires the services of a qualified contractor for the Deerfield Elementary And Deerfield Middle School SRTS LAP – Various Locations (the “Project”); and

WHEREAS, the City issued Invitation to Bid No. 22-37-PC for the Project (the “ITB”); and

WHEREAS, on September 19, 2022, the ITB was advertised in the legal notices section of the Sun Sentinel, and the notice was also sent to 153 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, five (5) vendors viewed the ITB documents; and

WHEREAS, on October 25, 2022 at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed two responses that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by FG Construction, LLC (“FG Construction”), the apparent low bidder, discussed it with the Environmental Services Project Engineer and concluded that FG Construction met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to FG Construction, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with FG Construction for the Project in an amount not to exceed \$510,176.52 (the “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 award of the ITB to FG Construction for the Project.

Section 3. The City Manager is hereby authorized to execute the Agreement with FG Construction for the Project in an amount not to exceed \$510,176.52, consistent with the terms of the ITB, 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



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: November 15, 2022

RE: **Deerfield Elementary and Deerfield Middle School SRTS LAP Sidewalk Project – Various Locations, ITB #22-37-PC**

The Purchasing and Contract Administration Division issued an Invitation to Bid for Deerfield Elementary and Deerfield Middle School SRTS LAP Sidewalk Project – Various Locations, ITB #22-37-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On September 19, 2022, the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was also sent to one hundred fifty-three (153) prospective Offeror's via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the ITB.
- One (1) Addendum was issued to make additions, deletions and changes to the ITB documents.
- On October 25, 2022 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) response. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- FG Construction, LLC is the apparent low, responsive and responsible bidder.
- The Purchasing and Contract Administration Division reviewed the responses and discussed them with the Environmental Services, Project Engineer and concluded that FG Construction, LLC meets all the requirements of the ITB.
- The Environmental Services, Project Engineer recommends awarding the contract to FG Construction, LLC.
- Reference checks were conducted on FG Construction, LLC and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com or rchiego@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, FG Construction, LLC is the low, responsive and responsible bidder able to meet all the ITB requirements; therefore, the award recommendation of this contract is to FG Construction, LLC.

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

Att. Tabulation Sheet, Tabulation Summary, Scope of Work

c: Patricia Desir, Project Engineer, ES

1	Mobilization as per bid documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	1	Lump Sum	\$50,518.17	\$50,518.17	
	Weekley Asphalt Paving, Inc.	1	Lump Sum	\$141,000.00	\$141,000.00	

2	Maintenance of Traffic (MOT) as per bid documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	1	Lump Sum	\$38,121.66	\$38,121.66	
	Weekley Asphalt Paving, Inc.	1	Lump Sum	\$143,700.00	\$143,700.00	

3	Inlet Protection System as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	3	ea	\$140.20	\$420.60	
	Weekley Asphalt Paving, Inc.	3	ea	\$150.00	\$450.00	

4	Selective Clearing and Grubbing (0.64 Acres) as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	1	Lump Sum	\$32,152.11	\$32,152.11	
	Weekley Asphalt Paving, Inc.	1	Lump Sum	\$50,000.00	\$50,000.00	

5	FI Single Mailbox as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Weekley Asphalt Paving, Inc.	8	ea	\$150.00	\$1,200.00	
	FG Construction, LLC	8	ea	\$187.71	\$1,501.68	

6	Tree Root and Branch Pruning as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	10	ea	\$272.72	\$2,727.20	
	Weekley Asphalt Paving, Inc.	10	ea	\$1,800.00	\$18,000.00	

7	Regular Excavation, 6" Depth as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	398	yd3	\$30.94	\$12,314.12	
	Weekley Asphalt Paving, Inc.	398	yd3	\$79.44	\$31,617.12	

8	Regular Excavation, 6" Depth (Swales) as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	1428	yd3	\$35.11	\$50,137.08	
	Weekley Asphalt Paving, Inc.	1428	yd3	\$74.00	\$105,672.00	

9	Milling exist Asphalt 1"avg Depth as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
FG Construction, LLC	1000	yd2	\$6.94	\$6,940.00	
Weekley Asphalt Paving, Inc.	1000	yd2	\$25.00	\$25,000.00	

10	Concrete Curb Gutter, Type F as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
FG Construction, LLC	167	LF	\$27.56	\$4,602.52	
Weekley Asphalt Paving, Inc.	167	LF	\$86.60	\$14,462.20	

11	Concrete Sidewalk, 4" Thick as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
FG Construction, LLC	2188	yd2	\$39.25	\$85,879.00	
Weekley Asphalt Paving, Inc.	2188	yd2	\$77.73	\$170,073.24	

12	Concrete Sidewalk, 6" Thick as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
FG Construction, LLC	931	yd2	\$49.91	\$46,466.21	
Weekley Asphalt Paving, Inc.	931	yd2	\$98.11	\$91,340.41	

13	Detectable Warnings as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
FG Construction, LLC	256	ft2	\$35.09	\$8,983.04	
Weekley Asphalt Paving, Inc.	256	ft2	\$45.00	\$11,520.00	

14	Existing Fence Relocation/Adjust as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
FG Construction, LLC	63	LF	\$36.96	\$2,328.48	
Weekley Asphalt Paving, Inc.	63	LF	\$50.00	\$3,150.00	

15	Performance Turf, Sod and Soil as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Weekley Asphalt Paving, Inc.	3500	yd2	\$6.00	\$21,000.00	
FG Construction, LLC	3500	yd2	\$7.56	\$26,460.00	

16	Irrigation System Repair as per bid documents.				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
FG Construction, LLC	1	Lump Sum	\$2,786.16	\$2,786.16	
Weekley Asphalt Paving, Inc.	1	Lump Sum	\$35,000.00	\$35,000.00	

17	Single Post Sign, Relocate as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Weekley Asphalt Paving, Inc.	9	ea	\$100.00	\$900.00	
	FG Construction, LLC	9	ea	\$511.89	\$4,607.01	
18	Raised Pavement Marker as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	60	ea	\$4.55	\$273.00	
	Weekley Asphalt Paving, Inc.	60	ea	\$6.50	\$390.00	
19	Thermoplastic, White, Solid, 12" as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	746	LF	\$2.96	\$2,208.16	
	Weekley Asphalt Paving, Inc.	746	LF	\$8.00	\$5,968.00	
20	Thermoplastic, White, Solid, 24" as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	664	LF	\$5.32	\$3,532.48	
	Weekley Asphalt Paving, Inc.	664	LF	\$10.00	\$6,640.00	
21	Thermoplastic, Standard, Sharrow as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	158	ea	\$380.15	\$60,063.70	
	Weekley Asphalt Paving, Inc.	158	ea	\$545.00	\$86,110.00	
22	Thermoplastic, Yellow, Solid, 6" as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Weekley Asphalt Paving, Inc.	1500	LF	\$0.95	\$1,425.00	
						Attachment A and Line Item # 22
						have a discrepancy with units of
	FG Construction, LLC	1500	LF	\$1.6217	\$2,432.55	measurements
23	Remove Thermoplastic as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	313	ft2	\$3.91	\$1,223.83	
	Weekley Asphalt Paving, Inc.	313	ft2	\$12.00	\$3,756.00	

24	Tree Removal as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	26	ea	\$426.76	\$11,095.76	
	Weekley Asphalt Paving, Inc.	26	ea	\$450.00	\$11,700.00	

25	Concrete Driveway Restoration as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	FG Construction, LLC	1000	yd2	\$43.65	\$43,650.00	
	Weekley Asphalt Paving, Inc.	1000	yd2	\$124.87	\$124,870.00	

26	Back of Sidewalk Driveway Restoration (Others but conc.) as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Weekley Asphalt Paving, Inc.	400	yd2	\$17.50	\$7,000.00	
	FG Construction, LLC	400	yd2	\$21.88	\$8,752.00	

Event Number	22-37-PC Addendum 1	Organization	City of Deerfield Beach
Event Title	Deerfield Elementary and Deerfield Middle School	Workgroup	Purchasing & Contract Admin. Div.
Event Description	The City of Deerfield Beach is soliciting sealed responses	Event Owner	Paul Collette, Buyer
Event Type	ITB (Commodity)	Email	pcollette@deerfield-beach.com
Issue Date	9/19/2022 05:12:58 PM (ET)	Phone	(954) 480-4418
Close Date	10/25/2022 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
FG Construction, LLC	Tamarac	FL	10/25/2022 01:47:37 PM (ET)	26	\$510,176.52
Weekley Asphalt Paving, Inc.	Pembroke Pines	FL	10/25/2022 11:14:09 AM (ET)	26	\$1,111,943.97

SECTION VI – SCOPE OF WORK

1. Introduction

The City of Deerfield Beach, Florida (City) invites qualified and experienced Contractors to submit bids for the construction of the Deerfield Elementary & Deerfield Middle School SRTS LAP Sidewalk Project - Various Locations. The work to be performed in this Invitation to Bid (ITB) is funded under the Transportation Alternative Program (TAP) as a Local Agency Program (LAP) Project. The Successful Bidder shall comply with all the regulations and requirements of the funding authority which shall supersede all other requirements in case of conflict.

2. Project Locations

The Project, approximately 5,614 linear feet,(3,939 linear feet of 4" sidewalk,1,675 linear feet of 6" sidewalk) is located around Deerfield Beach Elementary and Middle School 653 SW 3 Ave Deerfield Beach, FL 33441, bounded by SW 10 St to the south, SW 4 ST to the north, S Dixie Hwy to the east, and SW 3 Ave to the west. The location is described in detail on the construction plans.

3. Scope of Work

The Contractor shall provide all layout, labor, materials, equipment, tools, supplies, necessary utilities or facilities, tools, travel, insurance, bonds, superintendence, permits, incidentals, etc. for the construction of the Deerfield Elementary & Deerfield Middle School SRTS LAP Sidewalk Project - Various Locations as described in the construction plans. The work and all related incidentals shall include but not be limited to:

- a. Clearing, grubbing, site preparation, minor excavation or fill and removal of pavement or curb
- b. Installation of new concrete sidewalk, curb, signage and striping
- c. Restoration of pavement, curb, driveway
- d. Installation of landscaping
- e. Hauling and proper disposal of all materials

All areas outside the Project area, if disturbed, shall be restored in equal or better condition at no additional expense to the City. As the City's standard practice, certain specifications are provided in the construction plans. However, any specifications or references to concrete, asphalt, earthwork and landscaping shall be superseded and replaced by the Florida Department of Transportation's specifications, commonly referred to as the "Big Four Specification." They are adopted here by reference and for convenience, included in Section IV, Special Terms and Conditions. Other details, specifications shall conform to the City of Deerfield's City Code and standards. In case of any conflict, the more stringent conditions shall prevail.

4. Working Hours

Working hours are limited to Monday through Friday 7:00 a.m. to 7:00 p.m. Road Lane closures, if necessary, are limited to Monday through Friday 9:00 a.m. and 4:00 p.m. after prior approval from the City Manager or his designee. Work is not permitted on Saturdays, Sundays or Holidays without the prior permission of the City Manager or his designee.

5. Security, Project Site and Staging Area

Contractor shall be responsible for the security of the entire Project site until the work is completed and accepted by the City. He/she shall protect and secure the site, materials and equipment from theft and damage, by whatever means deems effective, at the Contractor's expense. Work site(s) must be protected properly in accordance with all the Temporary Traffic Control (TTC, formerly known as Maintenance of Traffic or MOT) approved by the City.

Considering the nature of the Project, it is assumed that all storage and staging areas will be within the public right-of-way in Deerfield Beach, or the adjacent private properties with proper approval, or City's Environmental Services compound at 200 Goolsby Boulevard. Otherwise, the Contractor shall be required to comply with the Endangered Species Act, as described in Division 1, Sections 7-1.4 and 7-1.8 of FDOT Standard Specifications for Roadway and Bridge Constructions, latest edition, incorporated herein by reference.

6. Maintenance of Traffic

Contractor shall provide trained personnel to assure the orderly flow of vehicular and pedestrian traffic during construction and shall submit a TTC Plan for review and approval by the City's Project Manager prior to commencing any work. Contractor shall ensure that private property driveways are usable upon completion of daily work.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1631

Agenda Date: 12/6/2022

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 change order in the amount of \$499,433.39 to the Agreement with Recreational Design & Construction, Inc. for the installation of a bulkhead at the Middle School Aquatic Center, for a total Aquatic Facility Renovations Project cost of \$2,199,036.87; providing for execution and an effective date. (Funds from Account #399-7025-572-65-30 - Capital Projects/Athletics/CIP Infrastructure & Account #146-0000-389-30-00 - Parks Impact Fees/Use of Fund Balance)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$500,000

Account Name: Capital Projects/Athletics/CIP Infrastructure

Account Number: 399-7025-572-65-30

Secondary Account Name: Parks Impact Fees/Use of Fund Balance

Secondary Account Number: 146-0000-389-30-00

Background/History

While conducting ongoing renovations at the Aquatics Center swimming pool, the City identified the need to install a bulkhead in the Aquatics Center swimming pool to separate the competition lines from the access ramp area in order to be able to have more competition events, as per regulations specifications. The City Commission approved \$250,000 in the FY23 budget for the bulkhead and Parks and Recreation is requesting appropriation of an additional \$250,000 from Park Impact Fees/Use of Fund Balance (146-0000389-3000).

The Project Manager requested a proposal for a Change Order from the mobilized contractor in charge of the ongoing renovations currently being conducted at the swimming pool.

Upon receipt of the proposal, the City negotiated with the contractor to obtain the lowest cost possible for the needed bulkhead with the requested specifications and quality. The consultant in charge of the renovation designs reviewed the negotiated price and found it to be consistent with the current industry average for similar items.

Current Activity

The City staff has completed the negotiations and recommends to the Commission to authorize the

City to amend the contract with Recreational Design and Construction, Inc. for the installation of a bulkhead at the Middle School Aquatic Center.

Recommendation

Environmental Services recommends approval of a Change Order, in the amount of \$500,000.00, to the contract with Recreational Design and Construction, Inc. for the installation of a bulkhead at the Middle School Aquatic Center.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$499,433.39 TO THE AGREEMENT WITH RECREATIONAL DESIGN & CONSTRUCTION, INC. FOR THE INSTALLATION OF A BULKHEAD AT THE MIDDLE SCHOOL AQUATIC CENTER, FOR A TOTAL AQUATIC FACILITY RENOVATIONS PROJECT COST OF \$2,199,036.87; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals #21-35-PC for the Aquatics Facility Renovations-Deerfield Beach Middle School (the “Project”); and

WHEREAS, on January 4, 2022, the City Commission approved the Evaluation Committee rankings with Recreational Design and Construction, Inc. (“RDC”) as the top ranked firm, and authorized execution of an agreement with RDC for the Project in an amount not to exceed \$1,621,400.00; and

WHEREAS, on July 4, 2022, the City entered into an agreement with RDC for the Project (the “Agreement”); and

WHEREAS, City staff has identified the need to install a bulkhead in the Aquatics Center swimming pool to separate the competition lines from the access ramp in order to have the ability to have more competition events pursuant to regulation specifications (the “Bulkhead”); and

WHEREAS, the Project Manager requested a proposal for a change order from the mobilized contractor, RDC, in charge of the ongoing renovations currently being conducted at the swimming pool; and

WHEREAS, upon receipt of the proposal, the City negotiated with RDC to obtain a lower cost for the requisite Bulkhead improvements based upon specifications and quality; and

WHEREAS, RDC’s revised proposal in the amount of \$499,433.39 was reviewed by the City’s consultant overseeing the renovation designs who found the proposal’s negotiated price to be consistent with current industry standards for similar items; and

WHEREAS, Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount more than \$30,000 or ten percent of the original construction contract amount; and

WHEREAS, staff recommends that the City Commission approve the Change Order in the amount of \$499,433.39 and extending the completion time for 65 days to provide for the Bulkhead improvements (the “Change Order”) , for a total Project cost of \$2,199,036.87.

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 Change Order in the amount of \$499,433.39 to provide for the Bulkhead improvements in the Aquatic Center swimming pool, for a total Aquatic Facility Renovations Project cost of \$2,199,036.87.

Section 3. The appropriate City officials are authorized to execute the Change Order and 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.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Recreational Design & Construction Inc.
3990 North Powerline Road
Ft. Lauderdale, Florida 33309

Phone: (954) 566-3885

Fax: (954) 566-3335

Project: 022-524 - DEERFIELD BEACH AQUATI 38-2021
DEERFIELD BEACH MIDDLE SCHOOL 501 SE 6TH AVE
DEERFIELD BEACH, Florida 33441

Prime Contract Change Order #004: CE #007 - Myrtha Through-flow

TO:	CITY OF DEERFIELD BEACH 150 NE 2 AVENUE DEERFIELD BEACH, Florida 33441-3598	FROM:	Recreational Design & Construction, Inc. 3990 N Powerline Road Fort Lauderdale Florida 33309
DATE CREATED:	11/ 09 /2022	CREATED BY:	Mayra Tellez (Recreational Design & Construction, In)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	65 days	EXECUTED:	No
CONTRACT FOR:	022-524:DEERFIELD BEACH AQUATIC RENOVA	TOTAL AMOUNT:	\$ 499,433.39

DESCRIPTION:

CE #007 - Myrtha Through-flow Bulkhead

As per City's request, RDC provides this change order to supply and install 84 LFT Myrtha Stainless Steel Stationary Bulkhead.

Myrtha Material Lead Time 30-45 days (or less) from written approval of quote.

Payment Terms: Full payment is required prior to shipping.

ATTACHMENTS:

[Myrtha Bulkhead Performance Specification.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
004	CE #007 - Myrtha Through-flow	65 days	499,433.39
TOTAL:			\$ 499,433.39

CHANGE ORDER LINE ITEMS:**PCO # 004 : CE #007 - Myrtha Through-flow**

#	SubJob	Cost Code	Description	Type	Amount
1	01 POOL RENOVATION	13-356 - Myrtha Structure	Myrtha Material (Includes 7% Taxes)	Material	\$ 302,400.00
2	90 GENERAL CONDITIONS	20-712 - Project Engineer	Engineering & Calculations	Administrative	\$ 14,975.00
3	86 SURVEY, TESTING, & INSPEC.	20-412 - Permit Fees	Permit Allowance	Administrative	\$ 5,000.00
4	90 GENERAL CONDITIONS	21-720 - Equipment Rental	Miscellaneous Material	Administrative	\$ 2,500.00
5	01 POOL RENOVATION	13-320 - Equipment	Forklift Rental	Equipment	\$ 2,515.00
6	01 POOL RENOVATION	13-356 - Myrtha Structure	Myrtha Labor (30 Mandays @ \$1,500 (3 men x 2 weeks)	Labor	\$ 52,500.00
7	01 POOL RENOVATION	13-300 - Pools - General	RDC Labor- (40 Mandays @ \$800)(5 men x 2 weeks)	Labor	\$ 39,000.00
8	90 GENERAL CONDITIONS	21-720 - Equipment Rental	Crane Rental- 20 Ton	Administrative	\$ 850.00
9	01 POOL RENOVATION	13-300 - Pools - General	Concrete Footing Material & Labor	Labor	\$ 10,250.00
10	98 INS, FEE, BOND, & CONTINGEN	25-300 - Payment & Performance Bonds	1% Bond	Administrative	\$ 4,944.89
11	98 INS, FEE, BOND, & CONTINGEN	25-200 - Fee	15% Fee	Administrative	\$ 64,498.50
Subtotal:					\$499,433.39
Grand Total:					\$499,433.39



PCCO #004

The original (Contract Sum)	\$ 1,621,400.00
Net change by previously authorized Change Orders	\$ 78,203.48
The contract sum prior to this Change Order was	\$ 1,699,603.48
The contract sum would be changed by this Change Order in the amount of	\$ 499,433.39
The new contract sum including this Change Order will be	\$ 2,199,036.87
The contract time will be increased by this Change Order by 65 days	

CITY OF DEERFIELD BEACH
150 NE 2 AVENUE
DEERFIELD BEACH Florida 33441-3598

Recreational Design & Construction, Inc.
3990 N Powerline Road
Fort Lauderdale Florida 33309

SIGNATURE _____ DATE _____
TITLE _____

SIGNATURE _____ DATE _____
TITLE _____

SIGNATURE _____ DATE 11/16/22
TITLE _____

Date: 10.24.22

Quote #: 10221901

Prepared by: JB

A&T Europe Spa

Via Solferino 27

46043 Castiglione delle Stiviere (MN)

Italy.

Phone: 941 955 2591

Email: aftersales.usa@myrthapools.com

Quotation For:

RDC Design Build

Attn: Scott Greiner

Material Supply Only



Myrtha Aftersales Materials

MYRTHA MATERIALS:

- 84 LFT Myrtha Stainless Steel Stationary Bulkhead (1.5m wide, varying bottom depth)
- Lane rope anchors (pool side)
- Wall targets (pool side)
- Sleeves for dual post starting block anchors (8 pairs)

GRAND TOTAL: \$281,232.00 USD

EXCLUSIONS:

- Installation of components

Myrtha Pools Conditions

1. DDP (Delivery duty paid) site – A&T Europe S.p.A. pays freight, duty, insurance and brokerage.
2. Delivery – 30-45 days (or less) from written approval of quote, unless agreed in writing elsewhere by A&T Europe S.p.A. / Myrtha Pools.
3. All purchase orders and payments must be issued to A&T Europe S.p.A., Via Solferino 27, 46043 Castiglione d/Stiviere (MN), Italy.
4. Payment Terms: Full payment is required prior to shipping through a bank wire transfer, ACH or by a Letter of Credit issued by a US bank. Payment can also be made by check, payable to A&T Europe SpA and mailed to Myrtha Pools USA, 1800 2nd Street #758, Sarasota, FL 34236. Budget prices are valid for 90 days after quotation.
5. All taxes are payable by customer. Customer is responsible for all taxes in accordance with local, state and federal requirements.
6. Civil works, site works, excavation & hauling, concrete works, installation, sealing, deck work, electrical works, grounding works, mechanical works and commissioning works are not included in this supply only price.
7. All fittings or accessories installed within the Myrtha Pool must be provided by A&T Europe S.p.A. or, where this is not practicable, must be approved for installation in writing by A&T Europe S.p.A. / Myrtha Pools. Lack of such approval will jeopardize the Myrtha guarantee and warranty obligations.

Sincerely,

A&T Europe S.p.A./ Myrtha Pools USA



Crane Truck, 18 Tons, Diesel Powered



You can drive this mobile crane to exactly where you need it. Lift up to 18 tons of materials such as piping, concrete, conduit, pallets and more. We have automatic and manual transmission options available, and all our models have hydraulic systems, including stabilizers. This outfitted commercial crane pickup truck is ideal for your heavy-duty material handling jobs.

- Hydraulic system including stabilizers
- Automatic or manual transmission options available
- Front axle supports 12,000 lbs. and rear axle supports up to 21,000 lbs.
- Lift up to 18 tons
- Uses: Ideal for lifting large objects such as piping, conduit and concrete
- Add this crane truck to your cart now

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\$940 \$2,493 \$6,003

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Cranes



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Hoists



Material Ha

Material



BRANCH 699
4301 NW 27TH AVENUE
MIAMI FL 33142
305-888-1919

RENTAL RETURN INVOICE

188814895-001

Job Site

RECREATIONAL DESIGN & CONST.
20925 NW 22ND AVE
MIAMI GARDENS FL 33056-1687

Office: 954-566-3885 Cell: 786-281-9906

RECREATIONAL DESIGN & CONSTR.
3990 N POWERLINE RD
OAKLAND PARK FL 33309-5051

Customer # : 3031298
Invoice Date : 12/10/20
Rental Out : 12/08/20 09:00 AM
Rental In : 12/09/20 09:00 AM
UR Job Loc : 20925 NW 22ND AVE, M
UR Job # : 23
Customer Job ID:
P.O. # :
Ordered By : MAYRA TELEZ
Reserved By : NICHOLAS KONSOUAS
Salesperson : ANTHONY BERGEN

Invoice Amount: \$781.18

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84828
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10475906	FORKLIFT VARIABLE REACH 6000# 35-39' Make: SKYTRAK Model: 6036 Serial: 0160075954 Meter out: 2335.00 Meter in: 2336.00	560.00	560.00	1,171.00	2,515.00	560.00

Rental Subtotal: 560.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 11.200	EACH	11.20
1	DELIVERY CHARGE	85.000	EACH	85.00
1	PICKUP CHARGE	85.000	EACH	85.00

Sales/Misc Subtotal: 181.20

Agreement Subtotal: 741.20

Tax: 39.98

Total: 781.18

COMMENTS/NOTES:

CONTACT: ELIAZAR
CELL#: 786-281-9906
ELIAZAR 786 - 281 - 9906

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

**CSI Master Format Written
Performance Specification for
Myrtha Headwalls and Bulkheads Installations**

2015



SECTION xxxxx – MYRTHA HEADWALLS AND BULKHEADS

PART 1 - GENERAL

1.00 DEFINITION

- A. Myrtha Headwall: Stainless steel welded frame covered with anti-slip plastic slats. Total width has to be at least 0.3 m longer than pool width for each side (e.g. 25.6 m for a 25 m pool). Total height has to be design accordingly to FINA rules in order to have 300 mm (0.3 m) from the top of the headwall and the water surface. Length shall be adequate to have enough space behind the starting platforms, 1.2 are recommended.
- B. Myrtha Bulkhead: Stainless steel welded frame covered with anti-slip plastic slats. Total width has to be at least 0.9 m longer than pool width for each side (e.g. 26.8 m for a 25 m pool). Total height has to be designed accordingly to FINA rules in order to have 300 mm (0.3 m) from the top of the headwall and the water surface, and at least 0.8m below the water level for swimmers' turn . Length shall be adequate to have enough space behind the starting platforms, 1.2 m are recommended.

1.01 SYSTEM PERFORMANCE REQUIREMENTS

- A. Manufacture: Assembled using welded AISI 304 (or equivalent/better grade) tubes for the structural frame cut to +/- 0.005m and AISI 316 (or equivalent/better grade) for visible components. Walking path and frontal surfaces has to be covered with plastic slats able to bear the load of the users and with an anti-slip grade of at least 18° (EN-13451-1). Plastic components shall be resistant to chlorine and UV. Bottom of the bulkhead shall be closed to avoid entrapment. Both headwall and bulkhead shall have on the top specific anchors to host FINA starting blocks.
- B. Structural Performance: Bulkheads and headwalls shall be engineered to sustain the required loads and structural calculations shall be provided. Loads shall include the forces from starting platforms caused by competitive swimmers. Moreover deformations of the structures will have to be consistent with structural requirements but also they shall be lower than the tolerances required by the relevant standards of competitive swimming including height and course length, while providing a rigidly stable platform for users.
- C. Installation: The face of the structure shall be at right angles and flush with the edge of pool allowing for all FINA Dimensional Tolerance requirements (FR 2.2)(FR 2.2.1) and (FR 2.2.2). Headwalls shall be anchored to gutter, concrete deck or other suitable rigid body via a specific anchoring pattern. Bolt selection and anchoring technology is dependent on application. Bulkheads shall be anchored on the deck with specific brakes. Brakes have to be adjustable in order to guarantee the exact length of the pool following FINA Dimensional Tolerance requirements.
- D. Sustainable Criteria: Components can be special ordered with varying levels of post-consumer recycled content upon request. All components of the system shall be capable of being 100% recycled except for plastic slats.
- E. Timing Equipment: Bulkheads and headwalls' structure shall be compatible with all major timing manufacturers. Timing equipment shall be installed on the bulkhead/headwall frame without any significant field modifications. In addition, proper solutions shall be included to protect said equipment from water intrusion or accidental damage (e.g. cable ducts are recommended).

- F. Safety: The components shall have no opening that could constitute a tripping or entrapment hazard. The anti-slip wear surface shall meet all federal, state and local codes for wet travel ways.

1.02 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing headwalls and bulkheads for competitive swimming with more than 10 verifiable installations in the past 5 years with a positive record of successful in-service performance.
 - 1. ISO Registration: Firm shall provide ISO 9001 certificate.
 - 2. Welding Certification: Firm shall provide European or American certificate of qualified welder for structural components
- B. Source Limitations: Obtain all prefabricated components through one source from a single manufacturer.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Deliver components and other manufactured items so as not to be damaged or deformed. Package small components together in crates or containers to prevent loss of small items. Package hazardous and/or sensitive materials together and clearly labeled to indicate use of caution or extra attention is required.
- B. Storage: All components shall be stored and staged with sufficient site safety and security to ensure damage or losses from vandalism, theft, and weather do not occur. Stack non-structural materials on platforms or pallets, covered with tarpaulins or other suitable weather tight and ventilated covering. Do not store any plastic components in contact with other materials that might cause staining, denting, or other surface damage. Stainless steel components shall not come into contact with iron parts.
- C. Handling: Unload, store, and erect manufactured components to prevent bending, warping, twisting, and surface damage.
- D. Due to the weight of stainless steel structural modules only trained people with experience in heavy load handling shall be employed

1.04 WARRANTY

- A. Special Warranty on Myrtha Headwalls and Bulkheads: Written warranty executed by manufacturer agreeing to repair or replace system components provided by manufacturer that have failed and/or directly result in auxiliary component failure. The manufacturer and/or their authorized distributors warrant that the provided materials will be free of defects when used and maintained in accordance with manufacturer's recommendations. Warranty is further limited to include material replacement only and does not include labor. Further requirements of the warranty are contained within the Certificate of Guarantee provided by A&T Europe S.p.A.
 - 1. Warranty Period: Component structural integrity and finish (with the exception of plastic slats) ten years from date of Substantial Completion. (see manufacturer's warranty).



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1632

Agenda Date: 12/6/2022

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 Work Authorization with Lakdas/Yohalem Engineering, Inc., in an amount not to exceed \$100,000.00 for an assessment of the Deerfield Beach Pier and Preparation of the Repair Plan; authorizing execution of the Work Authorization; and providing an effective date. (Funds from Account #399-5060-519-65-30 - CIP - Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$100,000

Account Name: CIP - Infrastructure

Account Number: 399-5060-519-65-30

Background/History

On the morning of Thursday, November 10, 2022, Hurricane Nicole impacted and damaged the City's International Fishing Pier. The surge demolished part of the railing and entire sections of the wood decking at the east end of the pier and damaged and removed some of the boards from the wood decking. Approximately the last third of the pier's length was damaged, although most of the damage is concentrated at the east end, on the **T-plan** shape of the pier, where the railing faces the surf.

Upon inspection of the damaged areas by City staff, it was noticed that wood elements that serve as support for the decking show signs of decay, prompting the need for an in-depth assessment of the entire pier.

Current Activity

City staff solicited qualifications from three qualified consultants in the City's pool of CCNA consultants, which included Crain Atlantis Engineering Architects and Engineers, Lakdas/Yohalem Engineering and Transystems. Transystems excused themselves from participating while the remaining two consultants sent their qualifications for review by the City. A panel of evaluators from City staff evaluated each one of the qualifications received and determined that Lakdas/Yohalem Engineering is the most qualified firm for the necessary services.

Recommendation

It is recommended that the City Commission approve the work authorization with Ladkas/Yahalem for engineering services for the Projec in the amount of \$100,000.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH LAKDAS/YOHALEM ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR AN ASSESSMENT OF THE DEERFIELD BEACH PIER AND PREPARATION OF THE REPAIR PLAN; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach International Fishing Pier (“Pier”) was severely damaged by Hurricane Nicole in November 2022; and

WHEREAS, upon inspection of the damaged areas of the Pier, extensive decay of the structural condition of the Pier was observed, which prompted a need for an in-depth assessment and repair plan for the entire Pier; and

WHEREAS, pursuant to Request for Qualifications #21-11-IG (the “RFQ”) and Section 287.055, Florida Statute (the “CCNA”), the City entered into continuing contracts with qualified firms for the provision of Architectural and Engineering Services; and

WHEREAS, in accordance with the RFQ and the City’s CCNA project process, the City considered multiple firms from the RFQ continuing contract pool to conduct an in-depth assessment of and repair plan for the Pier, including preparation of construction documents for restoration work and preparation of documents for bidding and permitting (“Services”), and staff determined that Lakdas/Yohalem Engineering, Inc. (“Lakdas”) was the most qualified firm to perform the Services; and

WHEREAS, Staff requested a proposal for the Services from Lakdas, and determined that the proposal and fees in an amount not to exceed \$100,000.00 are reasonable and in accordance with industry standards (“Proposal”); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of a Work Authorization with Lakdas, attached as Exhibit “A”, in an amount not to exceed \$100,000.00 for the Services.

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 hereby approves the Work Authorization with Lakdas, attached as Exhibit “A”, for the Services in an amount not to exceed \$100,000.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Lakdas, attached as Exhibit “A”, together with such additional terms 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 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

WORK AUTHORIZATION
BETWEEN
THE CITY OF DEERFIELD BEACH
AND
Lakdas/Yohalem Engineering Inc.
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this ____ day of _____, 20____, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as "City",

AND

Lakdas/Yohalem Engineering Inc., a Florida registered, with its business address located at 2211 NE 54th street, hereinafter referred to as "Consultant".

WHEREAS, the City and the Consultant have entering into a master CCNA continuing services contract dated March 23, 2021 RFQ #21-11, (The Continuing Contract) and consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

1. Consultant agrees to perform certain professional services for the City pursuant to The Continuing Contract, as specifically described in the scope of services attached as Exhibit "A" to this Work Authorization (the "Services"), both of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

2. In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$100,000 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

4. City may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT

5. The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

6. Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health

insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7

INDEMNIFICATION / HOLD HARMLESS CLAUSE

7. Consultant shall indemnify and hold harmless City, 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 intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, 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, and any amount withheld shall not be subject to payment of interest by City.

SECTION 8

INSURANCE

- 8.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed 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.
- 8.2 General
 - 8.2.1 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.
 - 8.2.2 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.

8.2.3 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.

8.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, 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.

8.3 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. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. 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.

SECTION 9

NON-APPROPRIATION OF FUNDS

9. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 10
MISCELLANEOUS

10. Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

- 11.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

- 12.1 This Work Authorization together with Exhibit "A" between Consultant and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
NOTICES

13. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

14. This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16
NON-DISCRIMINATION

16. Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

17. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 18
SEVERABILITY

18. If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

19. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
_____ FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By: _____

This ____ day of _____, 20__.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

Lakdas/Yohalem Engineering Inc

By:  _____

Name: Lakdas Nanayakkara

Title: President

This 5 day of December, 2022.

EXHIBIT A

SCOPE OF SERVICES

General:

The existing fishing pier at the City of Deerfield was severely damaged due to the recent hurricane storm Nicole in November 2022.

The existing rails, deck, and deck supporting structural members were severely damaged beyond repair and required the replacement of individual structural elements. Also, the electrical, water, and lighting system in the pier has been severely damaged along with the structural elements.

Our scope of service includes the evaluation and design services for restoration work.

- Condition survey of Fishing Pier.
- Prepare construction documents for restoration work.
- Prepare documents for bidding and permit.



November 22, 2022

Josef Farbiarz, P.E.
Capital Projects Engineer
Environmental Services City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33441
954 544 0509

**RE: Fishing Pier Hurricane Damage Restoration
(Storm damage)**

Dear Mr. Josef,

With reference to our recent site visit and subsequent email with existing construction documents, we would be pleased to provide engineering service for the hurricane-damaged pier structure.

1. Our services include the following disciplines
 - Structural engineering
 - Electrical engineering
 - Plumbing engineering
 - Lighting protection
 - Architectural discipline
2. Our pre-design phase engineering service includes the following
 - Collect existing data
 - Review existing construction documents.
 - On-site evaluation
 - Preparation of technical memorandum with our recommendation and estimated cost of corrective work.

Our fee for the said service would be \$32,800.

3. Design Phase
 - Structural analysis and design
 - Prepare construction documents for corrective work for each identified discipline for defects observed during the site visit and review of existing construction documents.
 - Prepare material and construction specifications.
 - a. 50% completed documents.
 - b. 90% completed documents.
 - c. 100% completed for permitting and bidding.

- 2211 N.E. 54th Street, Ft. Lauderdale, FL 33308 – (954) 771-0630 – Fax (954) 771-0519
 - 580 Village Blvd. Suite 325 West Palm Beach, FL 33409
 - 16250 NW 59 Ave, #207A, Miami Lakes, FL 33014
- Lye@lyengineering.com



Our fee for the said service would be as follow

- 50% completed documents \$30,600
- 90% completed documents \$25,600
- 100% completed documents \$10,800

Our total fee for the current condition survey and preparation of construction documents for corrective work would be \$99,800.

Permitting services, pre-construction phase, and construction phase work are not included in this proposal.

*On-site evaluation is limited to the deck framing, deck, and handrail structure with electrical, water, and lighting protection at and where the deck.

Underwater condition surveys are not included in this proposal.

Please sign and return this proposal or issue us with a purchase order so that we can proceed with the work.

Sincerely,

Lakdas Nanayakkara, P.E. #37590

Accepted By: Josef Farbiarz, P.E.

Date

- 2211 N.E. 54th Street, Ft. Lauderdale, FL 33308 – (954) 771-0630 – Fax (954) 771-0519
 - 580 Village Blvd. Suite 325 West Palm Beach, FL 33409
 - 16250 NW 59 Ave, #207A, Miami Lakes, FL 33014
- Lye@lyengineering.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1644

Agenda Date: 12/6/2022

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 Master Contract #JM023-06-2025 with the Areawide Council on Aging of Broward County, Inc. ("Council") for Center for Active Aging Services for a three-year term; approving Older Americans Act ("OAA") Contract #JA123-06-2023 with the Council for Center for Active Aging Services in an amount not to exceed \$192,840.00 for calendar year 2023; authorizing execution of the Master Contract and OAA Contract; 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 Center for Active Aging has provided services for individuals 60 years old and older since 1981. The Federal Older Americans Act (the "OAA") Title IIIB funds provide supportive services for counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and Title IIIE funds provide caregiver training and support for family caregivers (collectively, the "Services"). The Services improve the seniors' and caregivers' quality of life, promote independence, and encourage engagement. The Areawide Council on Aging contracts with the City of Deerfield Beach for the City to provide supportive services under the OAA funding for the Center for Active Aging.

Current Activity

The Older American Act Contract JA123-06-2023 provides funding in the amount not to exceed \$192,840.00 for Calendar Year 2023, which will consist of \$171,820.00 for OAA Title IIIB funds, \$15,464.00 for the Areawide Council on Aging local matching funds for Title IIIB, \$5,000 for OAA Title IIIE funds, and \$556.00 in AAA local matching funds for Title IIIE. In accordance with Title III of the OAA, the City will contribute \$83,791.23 in in-kind utility services. Funding is from January 1, 2023, through December 31, 2023. Funding will provide supportive services for counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and caregiver training and support for family caregivers.

The Older American Act Master Contract JM023-06-2025 is to set the general terms and conditions applicable to the Contracts (JA123-06-2023) between the City of Deerfield Beach and the Area Agency on Aging of Broward County, Inc. from January 1, 2023 through December 31, 2025, for the provision of the services specified in each one of those Contracts incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire

Contract document.

Recommendation

It is recommended that the City Commission approve and authorize execution of two contracts: Master Contract JM023-06-2025, which is valid from January 1, 2023 through December 31, 2025, and Calendar Year 2023 Contract JA123-06-2023 with the Area Agency on Aging of Broward County, Inc., in the amount not to exceed \$192,840.00 for the OAA Services.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING MASTER CONTRACT #JM023-06-2025 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. (“COUNCIL”) FOR CENTER FOR ACTIVE AGING SERVICES FOR A THREE-YEAR TERM; APPROVING OLDER AMERICANS ACT (“OAA”) CONTRACT #JA123-06-2023 WITH THE COUNCIL FOR CENTER FOR ACTIVE AGING SERVICES IN AN AMOUNT NOT TO EXCEED \$192,840.00 FOR CALENDAR YEAR 2023; AUTHORIZING EXECUTION OF THE MASTER CONTRACT AND OAA CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the City’s provision of Center for Active Aging Services for a one-year period pursuant to the OAA Contract #JA123-06-2023 (the “OAA Contract”), consistent with Master Contract #JM023-06-2025 (the “Master Contract”); and

WHEREAS, the Master Contract between the City and the Council, attached as Exhibit “A”, for Center for Active Aging services sets forth the general terms and conditions applicable to separate agreements between the parties, such as the OAA Contract, and is effective from January 1, 2023 through December 31, 2025; and

WHEREAS, the City’s provision of Center for Active Aging Services under the OAA Contract includes counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and caregiver training and support for family caregivers; and

WHEREAS, the OAA Contract with the Council, attached as Exhibit “B”, is for a one year term, effective January 1, 2023 through December 31, 2023, in an amount not to exceed \$192,840.00; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Master Contract and the OAA Contract with the Council.

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 Master Contract with the Council, attached as Exhibit “A”, for Center for Active Aging Services for a three year term, and the OAA Contract with the Council, attached as Exhibit “B”, for a one year term in an amount not to exceed \$192,840.00.

Section 3. The City Manager is hereby authorized to execute the Master Contract with the Council, attached as Exhibit A, and the OAA Contract with the Council, attached as Exhibit “B”, both 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the Contracts or Agreements between the Contractor and the Council for the provision of the services specified in each one of those Contracts or Agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire Contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All Contracts or Agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the Contract period(s). Any and all Contracts or Agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract when executed will have an effective date of January 1, 2023. It will end at midnight, Eastern Standard Time on December 31, 2025.

4. Compliance with Federal Law**4.1** If any Contract or Agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the Contract or Agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any Contract or Agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and Department of Health and Human Service regulations 45 CFR Part 92, if applicable.
- 4.1.5** A Contract or Agreement award with an amount expected to equal or exceed \$25,000.00 and certain other Contract or Agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any Contract or Agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.
- 4.4** The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

- 4.5** Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract or Agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state Contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any Contract or Agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1** This Master Contract and any Contract or Agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2** If this Contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures from the Department of Financial Services at:
(<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf>).
- 5.3** The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
- 5.3.1** The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment.
- 5.3.2** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 5.3.3** If itemized payment for travel expenses is permitted in any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any Contract or Agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
- 5.3.4** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any Contract or Agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of Contract or Agreement for which the Council

may unilaterally terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference.

- 5.4 If clients are to be transported under any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.7 The Council may, at its option, terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

6. Cooperation with the Inspector General

Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any Contract or Agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.

7. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at https://elderaffairs.org/wp-content/uploads/DOEA_Form_235_Attestation_of_Compliance_Employer-1.pdf.

8. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

9. Grievance and Complaint Procedures

9.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

10. Public Records and Retention

By execution of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 10.1** Keep and maintain public records required by the Council to perform the contracted services.
- 10.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 10.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Council.
- 10.4** Upon completion of the Contract or Agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

- 10.5** The Council may unilaterally cancel any Contract or Agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 10 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), 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 MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

11. Audits, Inspections, Investigations

- 11.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any Contract or Agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any Contract or Agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any Contract or Agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the Contract or Agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any Contract or Agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any Contract or Agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 11.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's Contracts or Agreements, related records and documents pertinent to any Contract or Agreement, regardless of the form in which it is kept.

- 11.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontracts performing work or providing service pursuant to this Contract agree to cooperate with the Inspector General in any investigation, audit, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this Master Contract the Contractor understands and will comply with this subsection.

12. Nondiscrimination-Civil Rights Compliance

- 12.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any Contract or Agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 12.2** During the term of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any Contract or Agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If any Contract or Agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. Monitoring by the Council

The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any Contract or Agreement which incorporates this Master Contract by

reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any Contract or Agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

14. Provision of Services

The Contractor shall provide services in the manner to be described in subsequent Contracts or Agreements incorporating this Master Contract by reference.

15. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any Contract or Agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

16. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new Contract or Agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) Contract or Agreement start and end dates; (4) Contract or Agreement amount; (5) Contract or Agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

17. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to Contracts or Agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of any Contract or Agreement incorporating this Master Contract by reference and any renewal(s)

and extension(s) of it. By execution of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any Contract or Agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any Contract or Agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any Contract or Agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in any Contract or Agreement incorporating this Master Contract by reference.

- 18.2** Throughout the term of any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all Contracts or Agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

19. Confidentiality of Information

The Contractor shall not use or disclose any information concerning a recipient of services under any Contract or Agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

21. Incident Reporting

- 21.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any Contract or Agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 21.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

22. Bankruptcy Notification

During the term of any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity

23.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through any Contract or Agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words “Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

24. Assignments

24.1 The Contractor shall not assign the rights and responsibilities under any Contract or Agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the Contract or Agreement. In the event the Council approves transfer of the Council’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract or Agreement.

24.2 The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any Contract or Agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.

24.3 This Master Contract and any Contract or Agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

25. Subcontracts

- 25.1** The Contractor is responsible for all work performed and for all commodities produced pursuant to any Contract or Agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.
- 25.2** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any Contract or Agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.
- 26. Independent Capacity of Contractor**
It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.
- 27. Payment**
- 27.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any Contract or Agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the Contract or Agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 27.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the Contracts or Agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at: (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf>). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables Contracts or Agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that

reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 27.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the Contracts or Agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.
- 27.4** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any Contract or Agreement incorporating this Master Contract by reference.
- 27.5** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any Contract or Agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 27.6** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 27.8** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any Contract or Agreement incorporating this Master Contract by reference.

28. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any Contract or Agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

29. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any Contract or Agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must

anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

30. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

31. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a Contract or Agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any Contract or Agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

32. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract or Agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract or Agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract or Agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

33. Purchasing

- 33.1** The Contractor shall procure products and/or services required to perform under any Contract or Agreement incorporating this Master Contract by reference in accordance with Section 413.036, F.S.
- 33.2** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S. AND FOR PURPOSES OF ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.
- 33.3** Pursuant to Sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.
- 33.4** This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the State of Florida, Department of Elder Affairs through the Council in accordance with its rules.
- 33.5** Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 33.6** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any Contract or Agreement incorporating this Master Contract by reference, when the Department of Management Services through the Council determines that those products are available, in accordance with the provisions of Section 403.7065, F.S.
- 33.7** The Contractor shall procure products and/or services required to perform under any Contract or Agreement incorporating this Master Contract by reference in accordance with Section 946.515, F.S.
- 33.8** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR ARE REQUIRED TO CARRY OUT ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SUBSECTIONS 946.515(2) AND (4), F.S. AND FOR PURPOSES OF THIS MASTER CONTRACT, THE CONTRACTOR WILL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.9 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <http://pride-enterprises.org/>.

34. Patents, Copyrights, Royalties

If any Contract or Agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under any Contract or Agreement incorporating this Master Contract by reference, or in any way connected with any Contract or Agreement incorporating this Master Contract by reference, or if ownership of any discovery, invention, or copyrightable materials was purchased in the course of or as a result of work or services performed under any Contract or Agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or copyrightable material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any Contract or Agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any Contract or Agreement incorporating this Master Contract by reference.

34.1 If the primary purpose of any Contract or Agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 34.

34.2 If any Contract or Agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

35. Emergency Preparedness and Continuity of Operations

35.1 If the tasks to be performed pursuant to any Contract or Agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any Contract or Agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

35.2 In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any Contract or Agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

36. Equipment

- 36.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$5,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 36.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
 - (10) A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - (11) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
 - (12) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (13) If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

- 36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any Contract or Agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 36.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through Contracts or Agreements covered under any Contract or Agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any Contract or Agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.
- 37. PUR 1000 Form**

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any Contract or Agreement incorporating this Master Contract by reference, the terms or conditions of any Contract or Agreement incorporating this Master Contract by reference, shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution

Any dispute concerning performance of any Contract or Agreement incorporating this Master Contract, by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor.

40. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any Contract or Agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency as outlined in any Contract or Agreement incorporating this Master Contract by reference.

41. No Waiver of Sovereign Immunity

Nothing contained in any Contract or Agreement incorporating this Master Contract by reference, is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. Venue

If any dispute arises out of any Contract or Agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

43. Entire Contract

This Master Contract and any Contract or Agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

44. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. Severability Clause

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

46. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any Contract or Agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

47. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any Contract or Agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. Waiver

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

49. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any Contract or Agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the Contract or Agreement at the discretion of the Council.

50. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any Contract or Agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any Contract or Agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any Contract or Agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

51. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any Contract or Agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

52. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

53. Termination

53.1 Termination for Convenience

The Council, by written notice to the Contractor, may terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference in whole or in part when the Council determines in its sole discretion that it is in the Council's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause

The Council may terminate this Master Contract and any Contract or Agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any Contract or Agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

54. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any Contract or Agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures

to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 29, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any Contract or Agreement incorporating this Master Contract by reference.

54.1 The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

54.2 Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

56. Enforcement

56.1 The Council may, without taking any intermediate measures available to it against the Contractor including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placing the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative actions, if the Council finds that any of the following have occurred:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any Contract or Agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any Contract or Agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any Contract or Agreement incorporating this Master Contract by reference, with the Council, or has exceeded its authority or otherwise failed to adhere to provisions specifically provided by statute or rule adopted by the State of Florida, Department of Elder Affairs;

- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

56.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any Contract or Agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

57. Use of Service Dollars/Wait List Management

57.1 The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each Contract or Agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

57.2 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each Contract or Agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

58. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all Contracts or Agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

59. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a. The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441
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b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

60. Selection of a Project Director

- 60.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.
- 60.2** The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:
- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.

- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

60.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

60.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

60.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

61. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 55- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba
Department of Active Aging**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

JOHN G. PRIMEAU

NAME

NAME

TITLE

PRESIDENT

TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any Contract or Agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512

by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT I

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any Contract or Agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal

contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any Contract or Agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any Contract or Agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any Contracts or Agreements incorporating this Master Contract by reference have financial management systems capable

of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any Contract or Agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any Contract or Agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any Contract or Agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, subgrants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any Contract or Agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any Contract or Agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does** ____ **does not** ____ provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature of Authorized Representative

Date

Title

Contractor

Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative

Date

Title

Contractor

Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
Address	Completed By:	
City, State ZIP	Date	Phone:

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants and participants informed of their protection against discrimination? NA YES NO
☐ ☐ ☐
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? NA YES NO
☐ ☐ ☐
If NA or NO, explain.
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

Provider's State Contracts List

REPORT PERIOD: From
To

PROVIDER INFORMATION:

Name:

Phone #:

Address:

Email:

FEID:

Contact:

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE:

DATE:

TITLE:

ATTACHMENT VII



Ron DeSantis
Governor

Michelle Branham
Secretary

BACKGROUND SCREENING

Attestation of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of
Name of Representative

perjury that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Signature of Representative

Date

ATTACHMENT VIII**CONTRACTOR INFORMATION**

CONTRACT # _____ CONTRACT PERIOD: _____

Contractor Name: _____
_____Address: _____

Telephone: _____ Fax: _____

Website: _____

Executive Director or Chief Administrator: _____

Title: _____

Telephone: _____

Email Address: _____

President or Head of Governing Body or Board: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Contact Person for Program Administration:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

Contact Person for Financial and Administrative Records:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Name and title of person(s) authorized to sign contracts:_____

Agency's FEID #: _____ Agency's DUNS #: _____

Audit(s) are due by the end of the ninth month following the end of the agency's fiscal year.

Contractor Fiscal Year: _____ to _____

ATTACHMENT VIII**Business Associate Agreement**

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) **Breach** shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) **HITECH** shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) **Individual** means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) **Privacy Officer** shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Contractor (Business Associate):

Name of Contractor

Signature of Authorized Representative

Date

Printed Name

Title

Address

Phone**Areawide Council on Aging of Broward County (Covered Entity):**

Signature of Authorized Representative

Date

JOHN G. PRIMEAU

Printed Name

PRESIDENT

Title

January 1, 2023 - December 31, 2023

Contract JA123-06-2023

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor" who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM023-06-2025, hereinafter referred to as the "Master Contract" executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the Contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs' handbooks, manuals or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Agreement when executed will have an effective date of January 1, 2023. It will end at midnight, Eastern Standard Time on December 31, 2023.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$192,840.00**, subject to the availability of funds. **\$171,820.00** represents Federal Older Americans Act (OAA) Title III B funds, **\$15,464.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B, **\$5,000.00** represents Federal OAA Title III E funds and **\$556.00** represents AAA local matching funds for Title III E. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **\$83,791.23** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1) (g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council's request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original Contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 6.1** To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 6, 2023. Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors pertaining to the services provided under this Contract and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, Attachment III of the Master Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, Attachment IV.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants

or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

9. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 (954) 480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

10. All Terms and Conditions Included:

This Contract and its Attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

IN WITNESS THEREOF, the Parties hereto have caused this 36-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

NAME

JOHN G. PRIMEAU
NAME

TITLE

PRESIDENT
TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-6000305

FISCAL YEAR-END DATE: September 30

DUNS: 086-382-090

ATTACHMENT I

**OLDER AMERICANS ACT
STATEMENT OF WORK**

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA - Area Agency on Aging
ACL - Administration on Community Living
ADL - Activities of Daily Living
AIRS - Alliance of Information & Referral Systems
APCL - Assessed Priority Consumer List
APS - Adult Protective Services
CAP - Corrective Action Plan
CDSME - Chronic Disease Self-Management Education
CDSMP - Chronic Disease Self-Management Program
CIRTS - Client Information and Registration Tracking System
DBPR - Department of Business and Professional Regulation
DHHS - Department of Health and Human Services
DOH - Florida Department of Health
DOEA - State of Florida, Department of Elder Affairs
EBDPHPP - Evidence-Based Disease Prevention and Health Promotion Program
I&R - Information and Referral
IADL - Instrumental Activities of Daily Living
NCOA - National Council on Aging
NSIP - Nutrition Services Incentive Program
OAA - Older Americans Act
PSA - Planning and Service Area
SPA - Service Provider Application
USDA - US Department of Agriculture

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.

Criteria: A standard which the AoA/ACL set for the Title IIID Program.

Description of Event: A description of what took place during the activity.

Direct Elders Served: The number of elders who participated in the program.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood,

marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as the Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRTIS entries and Monthly Programmatic Report, where the provider is listed, should be the actual organization conducting the service.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
- b. Older Americans Act of 1965, as amended 2016;
- c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
- d. 42 U.S.C. § 303 and § 604;
- e. Rule 58A-1, Florida Administrative Code (F.A.C.);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Supportive Services; Title IIIC1, Congregate Nutrition Services; Title IIIC2, Home Delivered Nutrition Services; Title IIID, Evidence-Based Disease Prevention and Health Promotion Services; and Title IIIE, Caregiver Support Services programs of the OAA within its designated sector outlined in the Council-approved SPA and as specified in the Budget Summary, Attachment IV. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's Council-approved SPA and the current DOEA Programs and Services Handbook.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. OAA Title IIIB, Supportive Services

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

c. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

d. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.c., individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- i. Individuals age sixty (60) or older;
- ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

e. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.c., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are homebound because of illness, disability, or

- isolation;
- ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and
- v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.
- f. **OAA Title IIID, Disease Prevention and Health Promotion Services**
 - i. Target individuals age sixty (60) or older; and
 - ii. Priority will be given to individuals residing in medically underserved areas.
- g. **OAA Title IIIE, Caregiver Support Services**
Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:
 - i. Eligible individuals include
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents, age fifty-five (55) or older, or older individuals, age fifty-five (55) or older, who are relative caregivers.
 - ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.
 - iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor’s current SPA, as updated and approved by the Council, and the current DOE Programs and Services Handbook.

4. Program Eligibility Requirements

a. Provider’s Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations meet the requirements of this Contract, as well as any other applicable regulations and policies prescribed by the current DOE Programs and Services Handbook, DHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

b. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this Contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

c. Food Origin and Commodities Requirements

The Contractor may use NSIP funds to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay. The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Council's Program Specialist within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this Contract are achieved.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall assign staff as needed to perform the tasks, responsibilities, obligations and duties under this Contract.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications specified in the DOEA Programs and Services Handbook.

The Contractor shall have a representative participate in conference calls and training as required by the Council.

3. Service Times

The Contractor shall ensure the provision of the services listed in the Contract during normal business hours unless other times are more appropriate to meet the performance requirements of the Contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service

community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

4. Changes in Title IIID Service Delivery Locations or Service Times

The Contractor shall provide the Council's Program Specialist with 30 days' notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Program Specialist.

5. Use of Volunteers to Expand the Provision of Available Services

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its EBDPHP services coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for EBDPHP services.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this Contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Council's Program Specialist based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Council-approved SPA, the current DOE A Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Case Aid/Case Management;
- iv. Chore and Chore (Enhanced);
- v. Companionship;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Emergency Alert Response;
- ix. Escort;

- x. Health Support;
 - xi. Home Health Aid;
 - xii. Homemaker;
 - xiii. Housing Improvement;
 - xiv. Interpreter/Translating;
 - xv. Legal Assistance;
 - xvi. Material Aid;
 - xvii. Occupational Therapy;
 - xviii. Outreach;
 - xix. Personal Care;
 - xx. Physical Therapy;
 - xxi. Recreation;
 - xxii. Respite Services (In-Home and Facility Based);
 - xxiii. Screening/Assessment;
 - xxiv. Shopping Assistance;
 - xxv. Skilled Nursing;
 - xxvi. Specialized Medical Equipment, Services, and Supplies;
 - xxvii. Speech Therapy;
 - xxviii. Telephone Reassurance; and
 - xxix. Transportation.
- b. Congregate Nutrition Services (IIC1 Program)**
- Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Congregate meals;
 - ii. Congregate meals screening;
 - iii. Nutrition education; and nutrition counseling; and
 - iv. Outreach.
- c. Home Delivered Nutrition Services (IIC2 Program)**
- In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Home delivered meals;
 - ii. Nutrition education and counseling;
 - iii. Outreach; and
 - iv. Screening/Assessment.
- d. Disease Prevention and Health Promotion Services (Title IID Program)**
- Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:
- i. A Matter of Balance;
 - ii. Active Living Every Day;
 - iii. Arthritis Foundation Exercise Program;

- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Brief Intervention & Treatment for Elders (BRITE);
- vii. Chronic Disease Self-Management Program;
- viii. Chronic Pain Self-Management Program;
- ix. Diabetes Empowerment Education Program (DEEP);
- x. Diabetes Self-Management Program;
- xi. Disease Information
- xii. Enhance Fitness;
- xiii. Enhance Wellness;
- xiv. Fit and Strong!;
- xv. Healthy Eating Every Day;
- xvi. Healthy Ideas;
- xvii. Healthy Moves for Aging Well;
- xviii. Home Injury Control;
- xix. HomeMeds;
- xx. Physical Fitness;
- xxi. Powerful Tools for Caregivers;
- xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiii. Programa de Manejo Personal de la Artritis;
- xxiv. Programa de Manejo Personal de la Diabetes;
- xxv. Stepping On;
- xxvi. Stay Active and Independent for Life (SAIL);
- xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii. Tomando Control de su Salud;
- xxix. Un Asunto de Equilibrio; and
- xxx. Walk with Ease.

The Contractor must request in writing the use of any EBDPHP programs which are not listed in the DOEA Programs and Services Handbook (or Notice of Instruction) to the Council's Program Specialist or designee prior to delivering the service. If this supporting documentation is not submitted and approved by the Council, then the Council will not provide reimbursement for services.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Counseling (Gerontological and Mental Health/Screening);
- iv. Education/Training;
- v. Financial Risk Reduction (Assessment and Maintenance);
- vi. Outreach;
- vii. Powerful Tools for Caregivers;
- viii. Respite Services (In-Home and Facility Based);
- ix. Screening/Assessment; and
- x. Transportation.

f. Caregiver Support Supplemental Services (IIIES Program)

The following services are provided to complement the care provided by caregivers:

- i. Chore and Chore (Enhanced);
 - ii. Housing Improvement;
 - iii. Legal Assistance;
 - iv. Material Aid; and
 - v. Specialized Medical Equipment, Services and Supplies.
- g. Caregiver Support Grandparent Services (IIIIEG Program)**
 Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:
- i. Caregiver Training/Support;
 - ii. Child Day Care;
 - iii. Counseling (Gerontological and Mental Health/Screening);
 - iv. Education/Training;
 - v. Legal Assistance;
 - vi. Outreach;
 - vii. Screening/Assessment;
 - viii. Sitter; and
 - ix. Transportation.

2. Provision of Services

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOE Programs and Services Handbook, the Contractor's current Council-approved SPA, and the tasks described in Section II.A. of this Contract.

The Contractor shall ensure the provision of the services described in this Contract are in accordance with the current.

3. Service Unit

The Contractor shall ensure the provision of the services described in this Contract in accordance with the current DOE Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described in Section II.A. Contractor's performance will be measured on compliance with the DOE Programs and Services Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2023 SPA requested and approved by the Council.

Service		Unit of Service
Adult Day Care	Legal Assistance	Hour
Caregiver Training/Support	Mental Health Counseling/Screening	
Case Aid/Case Management	Nutrition Counseling	
Child Day Care	Occupational Therapy	
Chore Services	Personal Care	
Companionship	Physical Fitness	
Congregate Meals Screening	Physical Therapy	
Counseling Services	Program to Encourage Active, Rewarding Lives for Seniors (PEARLS)	
Enhance Fitness		
Enhance Wellness		
Financial Risk Reduction Services	Recreation	

Service		Unit of Service
Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Interpreter/Translating	Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Easting Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- a. SPA Update; and
- b. Justification for unit cost changes and/or units of service changes.

4. Grievance and Complaint Procedures

a. Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOE Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

b. Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOE Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

c. Legal Provider Grievance Procedures

The Contractor must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and
- iii. Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Council in a timely manner as determined by the Council's Program Specialist. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Council's reporting requirements.

1. CIRTS Reports

- a. Contractor shall input OAA-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
 - i. Client Reports;
 - ii. Monitoring Reports;
 - iii. Services Reports;
 - iv. Miscellaneous Reports;
 - v. Aging Resource Center Reports;
 - vi. Fiscal Reports; and
 - vii. Outcome Measurement Reports.

2. SPA Update and All Revisions Thereto

The Contractor shall submit, for approval by the Council, a SPA update, wherein the Contractor enters OAA-specific data in CIRTS.

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2023 is due on August 18, 2023. The second semi-annual report encompassing the twelve (12) months ending 12/31/2023 is due on February 16, 2024.

4. Surplus/Deficit Report

The Contractor shall submit a Surplus/Deficit Report to the Council's Program Specialist by the 5th of each month, in a format provided by the Council. This Surplus/Deficit Report is for all agreements and/or Contracts between the Contractor and the Council and must include the following:

- a. A list of all services and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending; and
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable.

5. Evidence-Based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Section E.5.a. of this Contract. The Council's Program Specialist will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match CIRTIS data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due Date</u>	<u>Report #</u>	<u>Reports Due Date</u>
Report 1	February 7, 2023	Report 7	August 7, 2023
Report 2	March 7, 2023	Report 8	September 7, 2023
Report 3	April 7, 2023	Report 9	October 6, 2023
Report 4	May 5, 2023	Report 10	November 7, 2023
Report 5	June 7, 2023	Report 11	December 7, 2023
Report 6	July 10, 2023	Report 12	January 8, 2024

- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by the Council's Program Specialist. Requests must be made to the Council in writing and kept with program documentation.
- e. Participants must sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and have a written fidelity monitoring plan, which includes observation of volunteer/trainer's delivery of EBDPHP services

as well as observation of delivery of EBDPHP services by the Council's Program Specialist. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

- g. CDSME Workshop data must be entered into the NCOA Force database.
- h. The Contractor shall contact the Council's Program Specialist in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Program Specialist, the service may be reimbursed under this Contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Council for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with Florida Department of Health, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Council upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally through emails and phone calls. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Council as necessary.

6. Quarterly Volunteer Activity Report

The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2023
April 1- June 30	July 10, 2023
July 1- September 30	October 6, 2023
October 1 - December 31	January 8, 2024

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role.

The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

F. Contractor Outreach Reporting Requirement

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2023
April 1- June 30	July 10, 2023
July 1- September 30	October 6, 2023
October 1 - December 31	January 8, 2024

G. Records and Documentation

1. The Contractor agrees to make available to Council staff and any party designated by the Council all Contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards. Data must be usable and must be maintained in a format that is readable to the Council.
2. Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.
3. **CIRTS Data and Maintenance**
The Contractor shall ensure monthly collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Council standards.
4. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Council upon request.
5. **CIRTS Address Validation**
The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor

will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this Contract are in accordance with the DOE A Programs and Services Handbook, the Contractor's current Council-approved SPA, and Section II.A.
- b. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.G.
- d. Develop and document strategies in the SPA to support the Council's standard of performance achievement, including increases in the following:
 - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
 - iv. Percentage of active clients eating two or more meals per day;
 - v. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - vi. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - vii. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - viii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.
2. The Contractor's performance of the measures in H.1., above, will be reviewed and documented in the Council's Annual Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the Contract must be available for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council. The Council's determination of acceptable performance shall be conclusive.

The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;

- d. Review of independent auditor's reports;
 - e. Review of third-party documents and/or evaluation;
 - f. Review of progress reports;
 - g. Review of customer satisfaction surveys;
 - h. Agreed-upon procedures review by an external auditor or consultant;
 - i. Limited-scope reviews; and
 - j. Other procedures as deemed necessary by the Council.
4. Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (i.e., Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Program Specialist within one week following the completion of each unit.
 5. The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the Contract.

I. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

J. Council Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of the Contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the Contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Contract includes advances and a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, Attachment VI.

B. Unit of Service**1. Fixed Fee/Unit Rate**

Contractor must meet the minimum level of performance stated in the Contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment IV, Budget Summary.

2. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in Attachment IV, Budget Summary. All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the Contract. The Contractor must meet the minimum level of performance stated in the Contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, Attachment IV. The Contractor may request a budget revision by submitting a written request to the Council's Program Specialist. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a Contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the Contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Council's Program Specialist.

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the Contract year.
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2023. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 7, 2023, in accordance with the Invoice Schedule, Attachment III.
3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.
4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the Contract period.

D. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment VI. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

1. All payment requests for Title IIID, Evidence-Based Disease Prevention and Health Promotion services, shall be based on the submission of the Monthly Programmatic Report to the Council's Program Specialist. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on HOLD until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council's Program Specialist or designee, prior to the Request for Payment but not later than the Request for Payment arrival.
2. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I and Attachment IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.
3. The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOE.
4. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

E. Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

1. The Contractor will enter all required data per the CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
2. The Contractor will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the Contract. The schedule for submission of advance requests (when available) and invoices is Attachment III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IV, Budget Summary.
3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.
4. Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through December 31, 2023, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2023.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 15, 2024.

H. Contractor's Financial Obligations**1. Matching, Level of Effort, and Earmarking Requirements**

The Contractor's match will be made in the form of local cash and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10% percent of the funding needed to deliver the services. The match required in this Contract between the Council and the Contractor may include funds raised by the Council to help defray the Contractor's obligation to produce this match. Such match assistance, if any, are separately identified in Section 4 of this Contract, Contract Amount. The match must be reported by title each month. At the end of the Contract period, all OAA funds must be properly matched. Match for Title IIID, Evidence-Based Disease Prevention and Health Promotion services is not required, but optional at the discretion of the Council.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the Contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the Contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

I. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting

documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

J. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in Attachment I, Section III.K. of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.
5. If, or to the extent, there is any conflict between Attachment I, Section III.K., and Section 39. of the Master Contract, Section III.K. shall have precedence

K. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Attachment I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Attachment I, Section II. of this Contract.
2. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
3. Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
4. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Program Specialist will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed

in accordance with the Council approved CAP, referenced in Attachment I, Section III.K.

5. Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in Attachment I, Section II of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II**FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. require that the information about Federal Programs and State Projects included in Attachment I of the Master Contract be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the Contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2023	U.S. Dept. of Health and Human Services	93.044	\$171,820.00
Title IIIB Council Match	2023		N/A	\$15,464.00
Title IIIE Support Services	2023	U.S. Dept. of Health and Human Services	93.052	\$5,000.00
Title IIIE Council Match	2023		N/A	\$556.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$192,840.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, as amended – Audits of States, Local Governments, and Non-Profit Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

**OLDER AMERICANS ACT PROGRAM
INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
A1	January Advance*	January 09, 2023
A2	February Advance*	January 09, 2023
1	January Expenditure Report	February 07, 2023
2	February Expenditure Report	March 07, 2023
3	March Expenditure Report	April 07, 2023
4	April Expenditure Report	May 05, 2023
5	May Expenditure Report	June 07, 2023
6	June Expenditure Report	July 10, 2023
7	July Expenditure Report	August 07, 2023
8	August Expenditure Report	September 07, 2023
9	September Expenditure Report	October 06, 2023
10	October Expenditure Report	November 07, 2023
11	November Expenditure Report	December 07, 2023
12	December Expenditure Report	January 08, 2024
13	Final Expenditure and Closeout Report	January 15, 2024

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advances cannot be submitted to the Department of Financial Services (DFS) prior to January 4 or until this Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this Contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV**OLDER AMERICANS ACT**

BUDGET SUMMARY – III B						
FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Education/Training	280.00	\$175.76	\$ 18,015.56	\$0.00	\$ 31,196.77	\$49,212.33
Counseling – Ind	851.25	\$49.69	\$ 9,794.28	\$0.00	\$ 32,497.98	\$42,292.26
Counseling - Grp	300.25	\$84.37	\$ 21,103.21	\$ 998.12	\$ 3,210.93	\$25,312.26
Health Support – Grp	250.25	\$111.84	\$ 22,312.43	\$ 5,647.62	\$0.00	\$27,960.05
Health Support – Ind	550.25	\$45.17	\$ 20,576.58	\$ 3,627.00	\$ 640.36	\$24,843.94
Outreach	25.00	\$138.36	\$ 2,836.81	\$0.00	\$ 622.19	\$3,459.00
Recreation	1,650.00	\$56.91	\$ 74,722.13	\$ 5,191.26	\$ 13,981.75	\$93,895.14
Screen & Assessment	35.00	\$117.15	\$ 2,459.00	\$0.00	\$ 1,641.25	\$4,100.25
TOTAL III B CONTRACT AMOUNT			\$171,820.00	\$15,464.00	\$83,791.23	\$271,075.23
BUDGET SUMMARY – III E						
FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Caregiver Training & Support - Grp	64.75	\$85.88	\$5,000.00	\$556.00	\$0.00	\$5,556.00
TOTAL III E CONTRACT AMOUNT			\$5,000.00	\$556.00	\$0.00	\$5,556.00
TOTAL CONTRACT AMOUNT			\$176,820.00	\$16,020.00	\$83,791.23	\$276,631.23

ATTACHMENT V**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS****CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
Address	Completed By	
Address	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site Desk Review		Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the Contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements;
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACT #:
PROV YYYY

[illegible]

PROVYYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental ☐ B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of this Contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 106Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106, Dated July 97

BATCH #: _____

DESC: PROVPROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ **Start Time:** _____ **End Time:** _____

Location Name (ie. Senior Center): _____

Address (include City, State, Zip Code): _____

Phone #: _____ **Funded by:** _____

Topic: _____ **# of Seniors:** _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1649

Agenda Date: 12/6/2022

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 Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2022-2023; authorizing submission of the Incentive Report to the Florida Housing Finance Corporation; 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

In 1992, the William E. Sadowski Affordable Housing Act created a dedicated revenue source for the state and local housing trust funds to fund housing programs such as the State Housing Initiatives Partnership Program (SHIP) which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. A SHIP jurisdiction is statutorily required to assemble the initial Affordable Housing Advisory Committee (AHAC) when it first begins receiving SHIP funds.

The key role of the AHAC is to prepare the AHAC Report and evaluate its implementation annually. The AHAC Report identifies incentive strategies and recommendations for adoption by the local government. The recommendations should seek to remove regulatory barriers that limit the development or preservation of affordable housing or drive-up housing costs. The recommendations should also suggest policies that encourage the production of affordable housing.

Recommendations by the Committee may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions.

The City of Deerfield Beach is a SHIP entitlement community and receives an annual funding allocation from the State, administered by the Florida Housing Coalition. In accordance with Florida Statute Section 420.9076, the City established an initial Affordable Housing Advisory Committee

(the “AHAC” or “Committee”) in 2008. Currently, the City’s AHAC has eight (8) members appointed by the City Commission. Refer to Resolution 2022/160 and 2022/164.

Current Activity

The City AHAC held four public meetings in calendar year 2022 (February 7th, April 4th, August 8th, and November 14th). The AHAC reviewed, considered, and evaluated the following strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4) and recommends the following:

Recommendation 1: Continued implementation by the City

- Expedited permitting for affordable housing projects;
- Ongoing review of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing, prior to adoption; and,
- Maintenance of a printed inventory of locally owned public lands suitable for affordable housing.

Recommendation 2: City Adoption and Inclusion in the City Code and/or the Local Housing Assistance Plan

- The allowance of flexibility in densities for affordable housing.
- The allowance of affordable accessory residential units in residential zoning districts.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Recommendation 3: No action at this time

- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- The reduction of parking and setback requirements for affordable housing.
- The modification of street requirements for affordable housing.

The AHAC Housing Incentive Strategies Report with the aforementioned recommendations was approved by the AHAC during their public meeting on November 14, 2022. In accordance with the SHIP Statute, the AHAC submits the report to the Deerfield Beach City Commission for consideration of adoption. The report is also due to the Florida Housing Coalition and Florida Housing Finance Corporation by December 31, 2022.

Recommendation

It is recommended that the City Commission approve the Fiscal Year 2022 AHAC Housing Incentive Strategies Report, consider

adoption of the recommended incentives, and authorize submittal of the report to the Florida Housing Coalition and Florida Housing Finance Corporation.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE DEERFIELD BEACH AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE REPORT FOR FISCAL YEAR 2022-2023; AUTHORIZING SUBMISSION OF THE INCENTIVE REPORT TO THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Section 420.9076, Florida Statutes; and

WHEREAS, as a recipient of State Housing Initiatives Partnership Act (“SHIP”) funds, the City established the Affordable Housing Advisory Committee (“AHAC”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the AHAC is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City’s policies and procedures that affect the cost of housing in the City; and

WHEREAS, Section 420.9076, Florida Statutes, was recently amended to require each advisory committee to submit an annual report to the local governing body and the Florida Housing Finance Corporation (the “FHFC”) by December 31; and

WHEREAS, the annual report should include recommendations by the advisory committee on the implementation of affordable housing incentives in the 11 distinct areas set forth in Section 420.90764(4)(a)–(k), Florida Statutes; and

WHEREAS, at a public hearing held on November 14, 2022, the AHAC voted to recommend three of the 11 incentives, as outlined in the Incentive Report for Fiscal Year 2022-2023, attached as Exhibit “A”, (the “Incentive Report”) to the City Commission for adoption and submission to the FHFC; and

WHEREAS, City staff recommends approval of the Incentive Report for Fiscal Year 2022-2023, attached as Exhibit “A,” and authorization to submit the Incentive Report to FHFC.

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 Incentive Report for Fiscal Year 2022-2023, attached as Exhibit “A.” The City Manager or designee is authorized to submit the Incentive Report to the FHFC.

Section 3. The appropriate City officials are hereby 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

EXHIBIT A

City of Deerfield Beach
Affordable Housing Advisory Committee
Fiscal Year 2022 Affordable Housing Incentive Strategies Report

State Housing Initiatives Partnership Program



Prepared By:

City of Deerfield Beach
Community Services Department

Approved By:

Affordable Housing Advisory Committee on November 14, 2022

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BACKGROUND

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Florida Statute (F.S.) 420.9076. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (SHIP).

As a recipient of State Housing Initiatives Partnership funds, the City of Deerfield Beach established an Affordable Housing Advisory Committee (the “AHAC” or “Committee”) in 2008 as required by the Florida Statute Section 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City of Deerfield Beach housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k).

Based on their evaluation, the Committee may recommend to include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. If approved by the City of Deerfield Beach Commission, the recommendations are used to amend the Local Housing Assistance Plan, the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The City of Deerfield Beach Commission appointed and/or re-appointed members to the Committee on September 14, 2022 and October 3, 2022. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The locally elected official must be a City or County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

- a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

- c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- j) A citizen who represents employers within the jurisdiction.
- k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed / Reappointed
1 Ben Preston	Elected Official	09/14/2022
2 Abner Clerveax	Banking / Mortgage	09/14/2022
3 Betty Ferguson	Low Income Advocate	09/14/2022
4 Brian Bennett	Planning Board Member	09/14/2022
5 Carolyn McNamara	Real Estate	09/14/2022
6 David Cherry	Labor Representative	09/14/2022
7 Eric Power	Employee Representative	09/14/2022
8 Michael Marion	City Resident	10/3/2022

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City of Deerfield Beach Commission that it incorporate into its housing strategy certain changes designed to encourage and facilitate the production of affordable housing.

The recommendations will be submitted to the City of Deerfield Beach Commission, Florida Housing Coalition and the Florida Housing Finance Corporation in the form of this report.

EXPEDITED PERMITTING

Meeting Synopsis:

Expedited permitting has been implemented in the City of Deerfield Beach. The Planning and Development Department - Building Division ensures that building permits related to affordable housing projects are expedited. Contractors participating in the City's affordable housing program receives a stamp or memo from the Community Services Department - Housing and Grants Division to submit with permitting applications to notify staff within the Building Division to expedite the review process. The processing time for expedited permitting is approximately 10- days.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes the establishment and collection of impact fees on new development. Impact fees helps facilitate growth caused by new construction.

Existing Strategy: No

AHAC Recommendation: Did not recommend for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE DENSITIES

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for consideration to increase the maximum allowed density on a site through the application of Reserve Units or Flexibility Units. The City's Planning and Zoning Board have received requests for flexibility in density consideration, specifically for affordable housing projects.

Existing Strategy: No

AHAC Recommendation: Consideration for Inclusion in the Local Housing Assistance Plan

Schedule for Implementation: The City of Deerfield Beach considers increasing flexible density on a per application basis.

RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not include a provision related to reserving infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Existing Strategy: No

AHAC Recommendation: Not recommended for Inclusion

Schedule for Implementation: Not Applicable

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not currently allow for Accessory Dwelling Units.

Existing Strategy: No

AHAC Recommendation: Consideration for inclusion in City Code and the Local Housing Assistance Plan

Schedule for Implementation: At City Commission's discretion

PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for flexibility in parking and setback requirements within Planned Unit Development districts.

Existing Strategy: NO

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes provisions for flexible lot configuration within Planned Unit Development and Transit Oriented Development districts which benefits affordable housing development.

Existing Strategy: NO

AHAC Recommendation: Consideration for inclusion in the Local Housing Assistance Plan

Schedule for Implementation: At City Commission's discretion

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code Lot regulation requirements does not include a direct provision for affordable housing. However, modifications are considered within Planned Unit Development districts.

Existing Strategy: NO

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

PROCESS OF ONGOING REVIEW

Meeting Synopsis:

The City of Deerfield Beach reviews policies, procedures, ordinances, regulations, or plan revisions routinely to ensure there is no impact to affordable housing prior to adoption. The review process involves input from city staff, stakeholders, elected officials and the public.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

PUBLIC LAND INVENTORY

Meeting Synopsis:

The City of Deerfield Beach maintains a public land inventory of affordable housing in accordance with Florida Statute 166.0451.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes Transit Oriented Development which provides for innovations in mixed use development which is transit supportive. The code also includes establishment of the Local Activity Center which shall include 'Affordable housing opportunities favoring urban development patterns characterized by reduced lot sizes and vertical integration of residential units with nonresidential uses.'

Existing Strategy: NO

AHAC Recommendation: Consideration for inclusion in the Local Housing Assistance Plan

Schedule for Implementation: Upon City Commission's Approval

ADDITIONAL RECOMMENDATION APPROVED BY CITY COMMISSION

AFFORDABLE HOUSING PROGRAM MAXIMUM SUBSIDY AWARD INCREASE

Increase the maximum subsidy award for the Purchase Assistance and Homeowner Rehabilitation Programs for low-and-moderate income households from \$50,000 to \$70,000.

Schedule for Implementation: January 2023



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1607

Agenda Date: 12/6/2022

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, ratifying the joint application submittal to the U.S. Department of Justice for the 2021 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant ("JAG Grant"); accepting the JAG Grant in the amount of \$24,583.00 for the Retail Theft Prevention/Apprehension Program; approving execution of a Memorandum of Understanding and Subgrant Agreement with Broward County; 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

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. The FY 2021 JAG local government solicitation was released on June 8, 2021. BJA identified Broward County along with 17 jurisdictions within the County's border as disparate and eligible for JAG funding totaling \$544,330. The City of Deerfield Beach, identified as one of the 17 jurisdictions, was allotted \$27,314 of the aforementioned total.

Broward County is the FY 2021 JAG lead fiscal agent for the 17 jurisdictions, responsible for submitting the joint JAG application and administration of the grant awards. As the fiscal agent, Broward County will receive a 10% administrative fee from the allotted amount of each jurisdiction. The joint application was submitted by the JAG solicitation due date of August 16, 2021. The City of Deerfield Beach, through the Broward Sheriff's Office, requested funding in the amount of \$24,583 for the Retail Theft Prevention/Apprehension Program.

Current Activity

In October 2022, Broward County notified the City of Deerfield Beach of the 2021 JAG award for the Retail Theft Prevention/Apprehension Program. The grant will fund overtime staffing for law enforcement in an effort to reduce theft and/or apprehend subjects responsible for organized retail theft, which has increased in Deerfield Beach since the theft law changed in 2019. The program will be implemented in partnership with the Broward Sheriff's Office upon execution of all required grant agreements. The grant term ends September 30, 2024.

To accept the award, the City is required to enter into a Memorandum of Understanding (MOU) and Subaward Agreement with Broward County.

Recommendation

It is recommended that the City Commission ratify the City's application to the U.S. Department of Justice through the Bureau of Justice Assistance FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and authorize acceptance of the grant award in the amount of \$24,583 and execution of the Memorandum of Understanding and Subaward Agreement between the City of Deerfield Beach and Broward County.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE JOINT APPLICATION SUBMITTAL TO THE U.S. DEPARTMENT OF JUSTICE FOR THE 2021 BUREAU OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (“JAG GRANT”); ACCEPTING THE JAG GRANT IN THE AMOUNT OF \$24,583.00 FOR THE RETAIL THEFT PREVENTION/APPREHENSION PROGRAM; APPROVING EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND SUBGRANT AGREEMENT WITH BROWARD COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the JAG Program provides grant funding to assist eligible local governments in preventing and reducing crime and violence; and

WHEREAS, the FY 2021 JAG solicitation was released on June 8, 2021 and grant applications were due by August 16, 2021; and

WHEREAS, the Bureau of Justice identified Broward County along with 17 jurisdictions within the County’s borders as disparate and eligible for JAG funding totaling \$544,330.00, one of the jurisdictions being the City of Deerfield Beach; and

WHEREAS, Broward County is the lead fiscal agent for the 17 jurisdictions and due to the short grant submittal deadline the County submitted a joint application in August of 2021;

WHEREAS, as the fiscal agent, Broward County will receive a 10% administrative fee from each of the local jurisdictions for implementation of the grant; and

WHEREAS, the City of Deerfield Beach through the Broward Sheriff’s Office, requested funding in the amount of \$27,314.00, for the Violent Crime and Theft Reduction Program (the “Program”) and will be receiving \$24,583.00 in grant funds after deducting Broward County’s 10% administrative fee; and

WHEREAS, the Program funding will be utilized for overtime staffing of law enforcement in an effort to reduce thefts and/or apprehend subjects responsible for organized retail theft within the City; and

WHEREAS, to accept the Grant, the City is required to enter into the Memorandum of Understanding with Broward County and the participating agencies, attached as Exhibit “A”, (the “MOU”) and a subgrant award agreement with Broward County, attached as Exhibit “B” (the “Subgrant Agreement”); and

WHEREAS, the MOU term is retroactive to October 1, 2020 and will expire on September 30, 2024; and

WHEREAS, the City Commission finds it to be in the best interests of the City to ratify the joint JAG application, accept the Grant and approve the MOU and Subgrant Agreement, attached as Exhibit “A” and Exhibit “B” respectively.

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 ratifies the JAG joint application submittal by Broward County as the lead fiscal agency on behalf of the City of Deerfield Beach.

Section 3. The City Commission hereby accepts the 2021 JAG Grant in the amount of \$24,583.00 for the Program.

Section 4. The Mayor and City Manager are authorized to execute the MOU and Subgrant Agreement with Broward County, attached as Exhibit “A” and Exhibit “B” respectively, 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 and expedient 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.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is being executed by Broward County ("County") and the following participating agencies (hereinafter "Participating Agencies"):

City of Coral Springs	City of Plantation	City of Lauderdale Lakes
City of Dania Beach	City of Sunrise	City of Lauderhill
Town of Davie	City of Tamarac	City of Miramar
City of Hallandale Beach	City of Deerfield Beach	City of Pembroke Pines
City of North Lauderdale	City of Fort Lauderdale	City of Pompano Beach
City of Oakland Park	City of Hollywood	

A. County has been identified as a "disparate" county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY21 Edward Byrne Memorial Justice Assistance Grant (hereinafter "JAG Grant").

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-21-GG-01376-JAGX.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County's Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice ("DOJ").
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. Funding. If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff's Office ("BSO") for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 15,989
City of Dania Beach	\$ 15,916
Town of Davie	\$ 19,343
City of Hallandale Beach	\$ 15,230
City of North Lauderdale	\$ 17,311
City of Oakland Park	\$ 20,714
City of Plantation	\$ 16,674
City of Sunrise	\$ 14,520
City of Tamarac	\$ 12,953
Broward County	\$ 78,551 *
City of Deerfield Beach	\$ 24,583
City of Fort Lauderdale	\$ 77,765
City of Hollywood	\$ 30,949
City of Lauderdale Lakes	\$ 23,090
City of Lauderhill	\$ 43,730
City of Miramar	\$ 25,832
City of Pembroke Pines	\$ 24,241
City of Pompano Beach	\$ 66,942
Total Award Amount	\$ 544,330

*The Broward County subgrant award amount includes a 10% administrative fee.

6. For the FY21 JAG Grant, County will retain 10% (\$54,433) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. Term and Termination. This MOU shall commence retroactive to October 1, 2020, and end on September 30, 2024. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the Office of Justice Programs' Financial Guide, as amended and Federal OMB Circular A-133, as applicable, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 20__

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #615601
11/03/22

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING**

PARTICIPATING AGENCY

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement (“Subgrant Award Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and City of Deerfield Beach, a political subdivision of the State of Florida (“Subrecipient”). County and Subrecipient are individually referred to as a “Party” and collectively as the “Parties.”

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A (“Grant”).

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative attached as Exhibit B.

C. Subrecipient desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by Subrecipient in accordance with the Grant and this Subgrant Award Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals stated above are true and correct and are incorporated herein by reference.
2. **Standard Subgrant Award Terms and Conditions.** By signing this Subgrant Award Agreement, Subrecipient represents that it has read the Grant (Exhibit A) and County’s Standard Subgrant Award Terms and Conditions (“Subgrant Award Terms”) (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. **Subgrant Award.** Subrecipient will implement the program(s) described in Subrecipient’s Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for Subrecipient’s performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. **Funding.** The maximum amount payable to Subrecipient under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. Subrecipient shall invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. Subrecipient must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. Subrecipient may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. Subrecipient represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by Subrecipient to County (collectively, "Reporting Obligations"). Subrecipient shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Federal Award Identification Number ("FAIN")	15PBJA-21-GG-01376-JAGX
Subrecipient's Unique Entity Identifier	RNAJUJR8BKA5
Federal Award Date to County	October 8, 2021
Grant Award amount to County	\$544,330.00
Subgrant Award Amount	\$27,314
Amount or percentage of Subgrant Award retained by County for administrative expenses	10%
Total amount of Grant Funds committed to Subrecipient by County	\$24,582.60
Is any portion of the Grant federally funded? (if yes, Subrecipient must comply with federal requirements in the Subgrant Award Terms)	☐ No ☒ Yes: Amount: <u>\$544,330.00</u> Awarding Agency: U . S . Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Insurance (only applicable if box is checked).	☐ If checked, Subrecipient must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.

Is this award for research & development?	☒ No ☐ Yes
Assistance Listings number (the federal program that provided the Grant)	16.738 Edward Byrne Memorial Justice Assistance Grant Program
Subgrant period of performance start and end date ("Project Period")	October 1, 2020 – September 30, 2024
Subrecipient Invoicing Schedule	Subrecipient must submit invoices for reimbursement no more than once per month and within fifteen (15) days after the end of the month when Services were performed. A final invoice must be submitted within thirty (30) days after the expiration or earlier termination of this Agreement.
Subrecipient's address and contact information for Notices and payment	Aneisha Nicholas Housing & Community Affairs Manager Community Services Department 227 NW 2nd St. Deerfield Beach, FL 33441 954-422-5810 anicholas@deerfield-beach.com
Performance Report requirements	Semi-annual
Additional/Subgrant Award Program Guidelines (if any)	DOJ Award Conditions attached as Exhibit A, including the applicable DOJ Financial Guidelines.
Subgrant Program Description and Scope of Services Summary	
JAG funds will allow personnel in an overtime status to be free from answering calls for service and concentrate on putting teams of law enforcement personnel inside retail outlets along with store security to help identify these career criminals. Most of these retail businesses have camera rooms and store security are well versed in identifying the movements of subjects who commit these crimes.	
Additional Subgrant Award Terms (if any)	
Subrecipient must submit all invoices and Reporting Obligations as specified in the Subgrant Award Terms unless otherwise indicated by County in writing.	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and City of Dania Beach, signing by and through its representative, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20____

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
FY22 Deerfield Beach
File #615606
11/03/22

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

**Exhibit A
Grant**

✓ Award Letter

October 8, 2021

Dear Bertha Henry,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BROWARD, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$544,330.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;

- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	_____	Terry

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 Recipient Information

Recipient Name

BROWARD, COUNTY OF

DUNS Number

066938358

Street 1

115 S ANDREWS AVE RM 409

Street 2

City FORT LAUDERDALE	State/U.S. Territory Florida
Zip/Postal Code 33301	Country United States
County/Parish _____	Province _____

 Award Details

Federal Award Date 10/8/21	Award Type Initial
Award Number 15PBJA-21-GG-01376-JAGX	Supplement Number 00
Federal Award Amount \$544,330.00	Funding Instrument Type Grant

Assistance Listing Number **Assistance Listings Program Title**

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award Instrument.

 Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2021 BJA FY 21 Edward Byrne Memorial
Justice Assistance Grant (JAG) Program -
Local Solicitation

Awarding Agency
OJP
Program Office
BJA

Application Number
GRANT13428997

Grant Manager Name
Tamaro White

Phone Number
202-598-7548

E-mail Address
Tamaro.White@ojp.usdoj.gov

Project Title
2020 BROWARD COUNTY'S EDWARD BYRNE JAG PROJECT

**Performance Period
Start Date**
10/01/2020

**Performance Period End
Date**
09/30/2024

**Budget Period Start
Date**
10/01/2020

Budget Period End Date
09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology

improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of

such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that

currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures,

including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-

project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the

recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

 37**Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

 38**Protection of human research subjects**

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

 39**Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 40**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 41**Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 42**"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

 43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

 44**Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the

activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's

responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of

criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

Authorized Representative

☒ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
County Administrator

Name of Authorized Entity Official
Bertha Henry

Signed Date And Time
10/29/2021 11:14 AM

EXHIBIT B
Program Narrative

EXHIBIT B
Program Narrative

AGENCY: City of Deerfield Beach
PROJECT NAME: Retail Theft Prevention/Apprehension

PROJECT ABSTRACT

In 1990, the City of Deerfield Beach entered into a contractual agreement with the Broward County Sheriff's Office to provide law enforcement services. On October 01, 2019, the State of Florida changed the dollar value of a misdemeanor theft from \$300 to \$750. With this change, organized groups started to target Home Depot, Lowes, Target, CVS, and Ulta in removing large amounts of items but just under the threshold of a felony.

These organized groups also targeted the aforementioned businesses because of their internal policy of prohibiting employees from engaging these subjects. The subject's methods for committing these thefts are well-rehearsed and will commit thefts at multiple stores with a total loss exceeding \$10,000+ daily. A majority of these subjects have extensive criminal histories with some including violent crimes such as robbery and homicide.

The subjects will act in small groups with well-choreographed movements, with a driver for the get-a-way vehicle, a blocker, (stopping employees), and the subjects who grab the merchandise. In a typical theft, the group will park in the fire lane, enter the business and remove merchandise within minutes.

JAG funds will allow another team of law enforcement to remain covertly in the parking lot to apprehended subjects assisting the subjects inside the business.

GOALS:

To reduce and/or apprehend subjects responsible for organized retail theft.

OBJECTIVES:

- Target career criminals who are known to conduct organized retail theft.
- Prevent and/or deter subjects from committing retail theft also known as boosting items at retail stores.
- Work closely with the Broward County State Attorney on prosecuting these subjects to the fullest extent of the law.

IDENTIFIERS:

- Incident Analysis (Deerfield Beach)

PROJECT NARRATIVE:

The City of Deerfield Beach is located just south of Palm Beach County and consists of just over

16 square miles of land. The city borders to the east the Atlantic Ocean and west of the Florida Turnpike. The estimated population for 2018 is 79,764 and can exceed 100,000 during the winter months with the arrival of part-time residents. The city has easy access to I-95 and the Florida Turnpike. The City of Deerfield Beach contracted with the Broward Sheriff's Office in 1990 to provide law enforcement services for the entire city.

STATEMENT OF THE PROBLEM: (Description of the Issue)

The City of Deerfield Beach has witnessed an increase in organized retail thefts from our major retailers in the city since the theft law was changed in 2019.

Year	Retail Thefts
2018	309
2019	390
2020	343*
2021 through June 30, 2021	162

*decrease in 2020 due to COVID-19/Lockdown

Reported Deerfield Beach Thefts:

- Target- 132 (2018), 138 (2019), 124 (2020), 68 (As of June 30th, 2021)
- Home Depot- 14 (2018), 36 (2019), 23 (2020), 18 (As of June 30th, 2021)

*Note, these are the reported known thefts.

PROJECT DESIGN AND IMPLEMENTATION

JAG funds will allow personnel in an overtime status to be free from answering calls for service and concentrate on putting teams of law enforcement personnel inside retail outlets along with store security to help identify these career criminals. Most of these retail businesses have camera rooms and store security are well versed in identifying the movements of subjects who commit these crimes.

JAG funds will allow another team of law enforcement to remain covertly in the parking lot to apprehended subjects assisting the subjects inside the business.

PLAN FOR COLLECTING DATA AND PERFORMANCE MEASURES:

Deerfield Beach is assigned a crime analyst who has access to real-time data including thefts from other jurisdictions, arrests of known offenders by other jurisdictions, and subjects who can bond out of jail on related charges.

Our performance measures will include:

- Amount of arrests made on subjects committing organized retail theft.
- Total property recovered that was unlawfully removed from the retail establishments.
- Comparison of thefts from previous years.

DISCLOSURE OF HIGH-RISK STATUS:

The City of Deerfield Beach is not identified as a “High-Risk Status” per grant guidelines.

DISCLOSURE of LOBBYING:

The City of Deerfield Beach is not or has not been involved in lobbying.

DISCLOSURE OF PENDING APPLICATIONS:

The City of Deerfield Beach does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

LOCAL GOVERNING BODY REVIEW:

The City of Deerfield Beach will forward proof that this application will be reviewed by its Commission.

NATIONAL INCIDENT-BASED REPORTING SYSTEM (NIBRS) SET-ASIDE:

3% of the award has been allocated for NIBRS.

EXHIBIT C
Subgrant Program Budget

EXHIBIT C
Subgrant Program Budget

AGENCY: City of Deerfield Beach

PROJECT NAME: Retail Theft Prevention/Apprehension

Federal award identification number - **15PBJA-21-GG-01376-JAGX**

**Budgets may be modified subject to the approval
of the United States Department of Justice**

BUDGET SUMMARY

A. PERSONNEL	\$	-
B. FRINGE BENEFITS	\$	-
C. TRAVEL	\$	-
D. EQUIPMENT	\$	-
E. SUPPLIES	\$	-
F. CONSTRUCTION	\$	-
G. CONSULTANTS/CONTRACTS	\$	23,763.18
H. OTHER	\$	819.42
I. INDIRECT COST	\$	-
TOTAL PROJECT COST	\$	24,582.60

EXHIBIT D
Minimum Insurance Requirements



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1608

Agenda Date: 12/6/2022

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, ratifying the joint application submittal to the U.S. Department of Justice for the 2022 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant ("JAG Grant"); accepting the JAG Grant in the amount of \$25,017.00 for the Violent Crime and Theft Reduction Program; approving the execution of a Memorandum of Understanding and Subgrant Agreement with Broward County; 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

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. The FY 2022 JAG local government solicitation was released on June 22, 2022. BJA identified Broward County along with 17 jurisdictions within the County's border as disparate and eligible for JAG funding totaling \$546,715. The City of Deerfield Beach, identified as one of the 17 jurisdictions, was allotted \$26,906 of the aforementioned total.

Broward County is the FY 2022 JAG lead fiscal agent for the 17 jurisdictions, responsible for submitting the joint JAG application and administration of the grant awards. As the fiscal agent, Broward County will receive a 7.02% administrative fee from the allotted amount of each jurisdiction. The joint application was submitted by the JAG solicitation due date, August 11, 2022. The City of Deerfield Beach, through the Broward Sheriff's Office, requested funding in the amount of \$25,017 for the Violent Crime and Theft Reduction Program.

Current Activity

In October 2022, Broward County notified the City of Deerfield Beach of the 2022 JAG award for the Violent Crime and Theft Reduction Program. The grant will fund overtime staffing for law enforcement in an effort to reduce violent crimes (Aggravated Assault and Robberies) and Conveyance Burglaries and Larcenies, which have dramatically increased in Deerfield Beach over the past few years. The program will be implemented in partnership with the Broward Sheriff's Office upon execution of all required grant agreements. The grant term ends September 30, 2025.

To accept the award, the City is required to enter into a Memorandum of Understanding (MOU) and Subaward Agreement with Broward County.

Recommendation

It is recommended that the City Commission ratify the City's application to the U.S. Department of Justice through the Bureau of Justice Assistance FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, authorize acceptance of the grant award in the amount of \$25,017 and execution of the Memorandum of Understanding and Subaward Agreement between the City and Broward County.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE JOINT APPLICATION SUBMITTAL TO THE U.S. DEPARTMENT OF JUSTICE FOR THE 2022 BUREAU OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (“JAG GRANT”); ACCEPTING THE JAG GRANT IN THE AMOUNT OF \$25,017.00 FOR THE VIOLENT CRIME AND THEFT REDUCTION PROGRAM; APPROVING EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND SUBGRANT AGREEMENT WITH BROWARD COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the JAG Program provides grant funding to assist eligible local governments in preventing and reducing crime and violence; and

WHEREAS, the FY 2022 JAG solicitation was released on June 22, 2022 and grant applications were due by August 11, 2022; and

WHEREAS, the Bureau of Justice identified Broward County along with 17 jurisdictions within the County’s borders as disparate and eligible for JAG funding totaling \$546,715.00, one of the jurisdictions being the City of Deerfield Beach; and

WHEREAS, Broward County is the lead fiscal agent for the 17 jurisdictions and due to the short grant submittal deadline the County submitted a joint application in August of 2022;

WHEREAS, as the fiscal agent, Broward County will receive a 7.02% administrative fee from each of the local jurisdictions for implementation of the grant; and

WHEREAS, the City of Deerfield Beach through the Broward Sheriff’s Office, requested funding in the amount of \$26,906.00, for the Violent Crime and Theft Reduction Program (the “Program”) and will be receiving \$25,017.00 in grant funds after deducting Broward County’s 7.02% administrative fee; and

WHEREAS, the Program funding will be utilized for overtime staffing of law enforcement in an effort to reduce violent crimes such as Aggravated Assault and Robberies and Conveyance Burglaries and Larcenies within the City of Deerfield Beach; and

WHEREAS, to accept the Grant, the City is required to enter into the Memorandum of Understanding with Broward County and the participating agencies, attached as Exhibit “A”, (the “MOU”) and a subgrant award agreement with Broward County, attached as Exhibit “B” (the “Subgrant Agreement”) attached; and

WHEREAS, the City Commission finds it to be in the best interests of the City to ratify the joint JAG application, accept the Grant and approve the execution of the MOU and Subgrant Agreement attached as Exhibit “A” and Exhibit “B” respectively.

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 ratifies the JAG joint application submittal by Broward County as the lead fiscal agency on behalf of the City of Deerfield Beach.

Section 3. The City Commission hereby accepts the 2022 JAG Grant in the amount of \$25,017.00 for the Program.

Section 4. The Mayor and City Manager are authorized to execute the MOU and Subgrant Agreement with Broward County, attached as Exhibit “A” and “B” respectively, 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 and expedient 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.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is being executed by Broward County ("County") and the following participating agencies (hereinafter "Participating Agencies"):

City of Coral Springs	City of Plantation	City of Lauderdale Lakes
City of Dania Beach	City of Sunrise	City of Lauderhill
Town of Davie	City of Tamarac	City of Miramar
City of Hallandale Beach	City of Deerfield Beach	City of Pembroke Pines
City of North Lauderdale	City of Fort Lauderdale	City of Pompano Beach
City of Oakland Park	City of Hollywood	

A. County has been identified as a "disparate" county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY22 Edward Byrne Memorial Justice Assistance Grant (hereinafter "JAG Grant").

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-22-GG-02086-JAGX.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County's Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice ("DOJ").
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. Funding. If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff's Office ("BSO") for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 14,725
City of Dania Beach	\$ 16,410
Town of Davie	\$ 20,974
City of Hallandale Beach	\$ 15,425
City of North Lauderdale	\$ 17,318
City of Oakland Park	\$ 21,491
City of Plantation	\$ 16,826
City of Sunrise	\$ 14,829
City of Tamarac	\$ 13,948
Broward County	\$ 64,330.11 *
City of Deerfield Beach	\$ 25,017
City of Fort Lauderdale	\$ 84,567
City of Hollywood	\$ 35,284.05
City of Lauderdale Lakes	\$ 23,773
City of Lauderhill	\$ 45,472
City of Miramar	\$ 25,821
City of Pembroke Pines	\$ 22,762
City of Pompano Beach	\$ 67,742
Total Award Amount	\$ 546,715

*The Broward County subgrant award amount includes a 7.02% administrative fee.

6. For the FY22 JAG Grant, County will retain 7.02% (\$38,379.39) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. Term and Termination. This MOU shall commence retroactive to October 1, 2021, and end on September 30, 2025. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the Office of Justice Programs' Financial Guide, as amended and Federal OMB Circular A-133, as applicable, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 20__

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #615603
11/03/22

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

PARTICIPATING AGENCY

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney



BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement ("Subgrant Award Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a political subdivision of the State of Florida ("Subrecipient"). County and Subrecipient are individually referred to as a "Party" and collectively as the "Parties."

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A ("Grant").

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative attached as Exhibit B.

C. Subrecipient desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by Subrecipient in accordance with the Grant and this Subgrant Award Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, Subrecipient represents that it has read the Grant (Exhibit A) and County's Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. Subrecipient will implement the program(s) described in Subrecipient's Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for Subrecipient's performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to Subrecipient under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. Subrecipient shall

invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. Subrecipient must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. Subrecipient may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. Subrecipient represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by Subrecipient to County (collectively, "Reporting Obligations"). Subrecipient shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation
Federal Award Identification Number ("FAIN")	15PBJA-22-GG-02086-JAGX
Subrecipient's Unique Entity Identifier	RNAJUJR8BKA5
Federal Award Date to County	September 22, 2022
Grant Award amount to County	\$546,715.00
Subgrant Award Amount	\$26,906
Amount or percentage of Subgrant Award retained by County for administrative expenses	7.02%
Total amount of Grant Funds committed to Subrecipient by County	\$25,017.20
Is any portion of the Grant federally funded? (if yes, Subrecipient must comply with federal requirements in the Subgrant Award Terms)	☐ No ☒ Yes: Amount: <u>\$546,715.00</u> Awarding Agency: U . S . Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Insurance (only applicable if box is checked).	☐ If checked, Subrecipient must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.

Is this award for research & development?	☒ No ☐ Yes
Assistance Listings number (the federal program that provided the Grant)	16.738 Edward Byrne Memorial Justice Assistance Grant Program
Subgrant period of performance start and end date ("Project Period")	October 1, 2021 – September 30, 2025
Subrecipient Invoicing Schedule	Subrecipient must submit invoices for reimbursement no more than once per month and within fifteen (15) days after the end of the month when Services were performed. A final invoice must be submitted within thirty (30) days after the expiration or earlier termination of this Agreement.
Subrecipient's address and contact information for Notices and payment	Aneisha Nicholas Housing & Community Affairs Manager Community Services Department 227 NW 2nd St. Deerfield Beach, FL 33441 954-422-5810 anicholas@deerfield-beach.com
Performance Report requirements	Semi-annual
Additional/Subgrant Award Program Guidelines (if any)	DOJ Award Conditions attached as Exhibit A, including the applicable DOJ Financial Guidelines.
Subgrant Program Description and Scope of Services Summary	
JAG funds will allow personnel to operate within an overtime status, free from responding to dispatched calls for service, and thus able to concentrate on these specific areas where the majority of the aforementioned crimes are occurring. This also allows personnel to gain additional time for the proper preparation and execution of surveillance, reverse sting operations, foot patrols, arrest/case preparation, and additional community interaction to develop intelligence and promote community buy-in and crime reporting to authorities.	
Additional Subgrant Award Terms (if any)	
Subrecipient must submit all invoices and Reporting Obligations as specified in the Subgrant Award Terms unless otherwise indicated by County in writing.	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and City of Deerfield Beach, signing by and through its representative, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero
____ day of _____, 20____

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
FY22 JAG Deerfield Beach
File #615607
11/03/22

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

Exhibit A
Grant

✓ Award Letter

September 22, 2022

Dear Monica Cepero,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BROWARD, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$546,715.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in

office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

** Recipient Information****Recipient Name**

BROWARD, COUNTY OF

UEI

P62KF2SJJ237

Street 1

115 S ANDREWS AVE RM 409

Street 2**City**

FORT LAUDERDALE

State/U.S. Territory

Florida

Zip/Postal Code

33301

Country

United States

County/Parish**Province**

**Award Details****Federal Award Date**

9/22/22

Award Type

Initial

Award Number

15PBJA-22-GG-02086-JAGX

Supplement Number

00

Federal Award Amount

\$546,715.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)



I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial
Justice Assistance Grant Program - Local
Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13688927

Grant Manager Name Phone Number

Tamaro White 202-597-7548

E-mail Address

Tamaro.White@usdoj.gov

Project Title

Broward County/Broward Sheriff's Office 2022 JAG Project

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.



I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other

pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de

minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that

receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or

any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or

change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

 40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

 41

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 42

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

 44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the

following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

 47**Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

 48**Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

 49**Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

 50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

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I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/22 3:44 PM

Authorized Representative

☐

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Signed Date And Time

EXHIBIT B
Program Narrative

EXHIBIT B
Program Narrative

AGENCY: City of Deerfield Beach
PROJECT NAME: Violent Crime & Theft Reduction Initiative

PROJECT ABSTRACT

The Broward County Sheriff's Office currently maintains a contractual agreement with the City of Deerfield Beach to provide law enforcement services. During the last calendar year, the city has experienced a sharp increase in the number of reported Aggravated Batteries, Robberies, Conveyance Burglaries, and Larcenies within the City of Deerfield Beach. Analysis indicates that the majority of these incidents can be narrowed down to specific geographical areas of the city. The Deerfield Beach district will use JAG funds to target these specific areas to reduce the aforementioned crimes. Personnel will be within an overtime status, allowing them to concentrate on areas where criminal intelligence indicates these incidents are likely to occur. Daily analytical data will dictate the proper resource deployment. The goal of this operation is to reduce both the violent crimes (Aggravated Battery and Robbery) along with the property crimes (Conveyance Burglary and Larcenies).

GOALS:

- To reduce the number of violent crimes (Aggravated Assault & Battery, Robbery, etc.) within the City of Deerfield Beach.
- To reduce the number of Conveyance Burglaries and Larcenies that are occurring within the City of Deerfield Beach.

OBJECTIVES:

- Target specific areas within the City of Deerfield Beach that have reflected a sharp increase in the number of reported Aggravated Assaults & Batteries and Robberies.
- Target specific areas within the City of Deerfield Beach that have reflected a sharp increase in the number of Larcenies that have been reported.
- Target habitual/career offenders who are known to investigators for committing multiple crimes within the City of Deerfield Beach.

IDENTIFIERS:

- | | |
|------------------------------------|------------------------------------|
| • Crime Analysis (Deerfield Beach) | Robberies |
| • Crime Analysis (Other Agencies) | • Reported Conveyance Burglaries & |
| • Reported Aggravated Batteries & | Larcenies |

PROJECT NARRATIVE:

The City of Deerfield Beach is located just south of Palm Beach County and consists of just over 16 square miles of land. The city border to the east is the Atlantic Ocean and to the west is the Florida Turnpike. The estimated population as of 2020 is 86,859 and can exceed 100,000 during

the winter months with the arrival of part-time residents. The city has easy access to I-95, Florida Turnpike corridors and the Florida East Coast and CSX railways. The City of Deerfield Beach contracted with the Broward Sheriff's Office in 1990 to provide law enforcement services for the entire city.

The City of Deerfield Beach is currently experiencing growth in both residential homes and businesses. Additional multi-family housing units, as well as single-family residences are currently under construction which will increase the number of permanent residents, "snowbirds," as well as students attending area institutions of learning. The Broward Sheriff's Office responded to 63,800+ calls for service in 2021 and is on track to exceed 64,000+ total calls by the end of 2022.

STATEMENT OF THE PROBLEM: (Description of the Issue)

The City of Deerfield Beach has experienced an increase in violent crimes since 2019. Covid-19 did impact the crime rate within 2020, as government mandated lockdowns and closures, resulted in sharp decrease within certain crime categories. Shortly thereafter, sudden upticks began to manifest across certain crime categories, particularly violent crime. This occurred on a local, regional, and national level. This "Post-COVID effect" continued into 2021:

Within 2020 there were 40 reported Aggravated Assault, which increased to 72 in 2021. Aggravated Batteries increased from 34 to 50, during the same period. Currently, our YTD Aggravated Batteries and Assaults have increased 30% over this same time period for 2021.

Property crimes also increased during this same period, as conveyance burglaries increased from 205 to 218, and larcenies from 980 to 1,014. Theft of motor vehicle parts have increased from 13 within 2021 to 59 in 2022, and continues to reflect a 55% increase YTD, compared to the same time period for 2021. This is a current nationwide phenomenon, especially centered around the theft of catalytic converters. They are specifically targeted due to the increased value of the precious metals they contain.

A closer analysis of these crimes also reflects the following trends:

- In the majority of robberies, the offender either displayed a weapon (firearm/knife) or inferred possession of one.
- In a majority of the Aggravated Batteries & Assaults, the offender possessed or utilized a weapon.
- New trends in Conveyance Burglaries have emerged during the last two years, coinciding with the advent of new automotive technology. "Cloned" key-fobs are being used to gain entry and to steal motor vehicles. Analysis reveals that more than 1/3 have yet to be recovered, indicating that they are either being chopped for parts or shipped offshore.
- As mentioned previously, catalytic converter theft is experiencing a significant increase for 2022, due to economic conditions and the lucrative nature of these devices; relatively simple to remove from a vehicle in the darkness of night, and lucrative resale value on the street level.
- Organized theft rings at large retail centers have become more prolific, and are utilizing

technology to their advantage, along with counter-surveillance tactics to elude Loss Prevention and Law Enforcement. Suspects are using cell phones and covert communication accessories to communicate with each other, and devices to disable anti-theft locks on expensive items. Further, the advent of face masks in post-COVID public, is no longer “suspicious,” and hinders efforts to identify masked suspects captured on video or still images.

One of the additional challenges for law enforcement, is the turn-around time for field personnel to prepare and complete a suspect’s arrest packet, for both delivery to the local jail and case filing with the local State Attorney’s Office. On average, a misdemeanor battery report can take upwards of 90 minutes to complete. Deputies are now also required to take statements and pictures, log/document voluminous amounts of evidence, and submit all reports and evidence within a timely manner. The complex cases/reports take hours with new requirements implemented by the State.

CAPABILITIES AND COMPETENCIES:

JAG funds will allow personnel to operate within an overtime status, free from responding to dispatched calls for service, and thus able to concentrate on these specific areas where the majority of the aforementioned crimes are occurring. This also allows personnel to gain additional time for the proper preparation and execution of surveillance, reverse sting operations, foot patrols, arrest/case preparation, and additional community interaction to develop intelligence and promote community buy-in and crime reporting to authorities.

PLAN FOR COLLECTING DATA AND PERFORMANCE MEASURES:

The Broward Sheriff’s Office, Deerfield Beach District has an assigned Crime Analyst with access to real-time data including calls for service and arrests. The Crime Analyst will be able to geo-code incidents as they occur and assist with the deployment of our resources to target specific trends, suspects, occurrences, and areas. At the end of each operational week, supervisors will evaluate results, including arrests, calls for service, citizen contacts, and fluctuations/changes in the crime trends/patterns, and resources will be realigned, accordingly.

Our performance measures will include:

- Reduction of violent crimes along with the reduction of Conveyance Burglaries and Larcenies.
- Arrests directly related to violent crimes and/or Conveyance Burglaries and Larcenies.
- Reduction in calls for service for violent crimes and/or Conveyance Burglaries and Larcenies in the targeted areas.

DISCLOSURE OF HIGH-RISK STATUS:

The city of Deerfield Beach is not identified as a “High-Risk Status” per grant guidelines.

DISCLOSURE of LOBBYING:

The city of Deerfield Beach is not or has not been involved in lobbying.

DISCLOSURE OF PENDING APPLICATIONS:

The city of Deerfield Beach does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

EXHIBIT C
Subgrant Program Budget

EXHIBIT C
Subgrant Program Budget

AGENCY: City of Deerfield Beach

PROJECT NAME: Violent Crime & Theft Reduction Initiative

Federal award identification number - **15PBJA-22-GG-02086-JAGX**

**Budgets may be modified subject to the approval
of the United States Department of Justice**

BUDGET SUMMARY

A. PERSONNEL	\$	-
B. FRINGE BENEFITS	\$	-
C. TRAVEL	\$	-
D. EQUIPMENT	\$	-
E. SUPPLIES	\$	-
F. CONSTRUCTION	\$	-
G. CONSULTANTS/CONTRACTS	\$	25,017.20
H. OTHER	\$	-
I. INDIRECT COST	\$	-
TOTAL PROJECT COST	\$	25,017.20

EXHIBIT D
Minimum Insurance Requirements



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1594

Agenda Date: 12/6/2022

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 amendment to the City of Deerfield Beach Stormwater Management and Flood Resiliency Strategies Master Plan to establish a five-year funding strategy for fiscal years 2024 through 2028 to fund capital improvements for stormwater utility projects and operations; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In April of 2018, the City Commission passed an ordinance creating the Stormwater Management Program (the "Program"). Beginning October 1, 2018, the Program initiated a Fund to support stormwater-related annual operations and rehabilitation and repair expenses. The billing methodology used is Equivalent Residential Units (ERUs) per parcel by property classification, where one ERU is equal to 2,788 square feet of impervious area. This fee is currently included on a customer's water and sewer utility bill.

In 2019, the City commissioned the Stormwater and Flood Resiliency Strategies Master Plan (the "Master Plan") to aid the City in developing capital improvement projects and regulatory strategies to increase flood resiliency and improve stormwater quality. The long term investment recommendation made in the Master Plan is for the fee to cover more than just revenue requirements for the operation and maintenance of the stormwater infrastructure. To fund a self sufficient enterprise fund, the stormwater fee would need to be adjusted to cover capital improvement expenditures as well as ongoing operation and maintenance.

Current Activity

In September of this year, the City commissioned Hazen and Sawyer to update the existing impervious area polygons, calculate an updated stormwater fee charge per ERU, and develop alternative stormwater program financing scenarios. The City also requested that the consultant develop a plan to explore transitioning the fee to a non-ad valorem stormwater assessment to improve the city's rate of collection.

The Consultant completed a five-year financial forecast including the required stormwater fee to cover both the utility's ongoing operation and maintenance costs as well as capital investments. The financial forecast was prepared using three alternative financing scenarios: PayGo, State Revolving Fund (SRF), and revenue bond financing. The financial model accounts for short term recurring costs associated with repayment of a \$2.2 million interfund loan to the Stormwater Utility from the Water

and Wastewater Fund, it programs a cash reserve of 120 days, and estimates an annual rate of growth at .12%.

The PayGo alternative has the highest impact on the stormwater fee rate, with the ERU rate more than doubling from \$3.75 per month to \$9.73 per month in FY 28. Because the two financing alternatives amortize capital over a longer period, the impacts are more gradual but the period for repayment is longer. The equivalent monthly ERU fee would increase from the current \$3.75 to \$6.26 in FY 28 and \$6.84 in FY 28 for SRF and revenue bond financing, respectively. However, it should be noted that public subsidized loans are subject to availability. For this reason, it is recommended the City pursue financial projections based on private financing to ensure timely availability of borrowing for execution of proposed stormwater projects, while continuing the concerted effort to seek lower interest public loans and grants where available. It should be noted that the prospective rate under this scenario is well in line with peer utilities and the state average.

Projected Monthly Equivalent of Stormwater Fee per ERU under Three Financing Scenarios

Financing Alternative	FY24	FY25	FY26	FY27	FY28
PayGo	\$8.48	\$8.80	\$9.30	\$9.39	\$9.73
SRF Financing	\$4.52	\$4.67	\$5.38	\$5.54	\$6.26
Private Financing/Revenue Bond Financing	\$4.77	\$4.91	\$5.79	\$5.95	\$6.84

Recommendation

Staff recommends approval of the five-year funding strategy (based on the private financing option) for FY 24 - FY 28 to fund the Stormwater operations and capital program and to amend the Master Plan consistent with such strategy.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY OF DEERFIELD BEACH STORMWATER MANAGEMENT AND FLOOD RESILIENCY STRATEGIES MASTER PLAN TO ESTABLISH A FIVE-YEAR FUNDING STRATEGY FOR FISCAL YEARS 2024 THROUGH 2028 TO FUND CAPITAL IMPROVEMENTS FOR STORMWATER UTILITY PROJECTS AND OPERATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, in April 2018, the City Commission adopted an ordinance creating the Stormwater Management Program and Utility Fund; and

WHEREAS, in October 2019, the City entered into an agreement with Geosyntec Consultants, Inc. (the “Consultant”) for services related to the preparation of a Stormwater Management and Flood Resiliency Strategies Master Plan; and

WHEREAS, the Consultant prepared and completed the City’s Stormwater Management and Flood Resiliency Strategies Master Plan (the “Master Plan”), which was approved and adopted by the City Commission pursuant to Resolution No. 2021/171; and

WHEREAS, the Master Plan predicts capital improvement program (“CIP”) project needs over a reasonable planning period in order to forecast CIP expenditures, identifies funding mechanisms, and will aid the City in developing capital improvement projects and regulatory strategies to increase flood resiliency and improve stormwater quality; and

WHEREAS, in September 2022, the City retained Hazen and Sawyer, P. C. to update the existing impervious area polygons, calculate an updated stormwater fee charge per ERU, and develop alternative stormwater program financing scenarios, as well as develop a plan to utilize a non-ad valorem special assessment process for the collection of stormwater fees; and

WHEREAS, Hazen and Sawyer completed a Utility Program Update and a five-year financial forecast, attached as Exhibit “A”, (the “Program Update and Forecast”) including the required stormwater fee to cover both the utility’s ongoing operation and maintenance costs as well as capital improvements; and

WHEREAS, the Program Update and Forecast proposes three alternative financing scenarios as follows: (1) PayGo; (2) State Revolving Fund (“SRF”); or (3) Revenue Bond Financing as more specifically set forth in the Program Update and Forecast (the “Private Financing Option”); and

WHEREAS, City staff recommends that the City Commission adopt an amended Master Plan approving the five-year funding strategy based upon the Private Financing Option as set forth in the attached Exhibit “A”; and

WHEREAS, subject to the City Commission’s approval of one of the three funding strategies, the stormwater fee per ERU will be implemented by through amendment to the current City Stormwater Ordinance to be consistent with such approval.

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 five-year funding strategy based on the Private Financing Option set forth in Exhibit “A” to be utilized to amend the current stormwater fee structure.

Section 3. The City Commission hereby adopts an amendment to the Master Plan, consistent with the Program Update and Forecast and the Private Financing Option for the five year funding strategy.

Section 4. The appropriate City officials are hereby 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

Hazen *Technical Memorandum*

November 17, 2022

To: Priscilla Cygielnik, P.E., Environmental Services Director, Deerfield Beach, FL

From: Jamie Leonard, Senior Principal Scientist, Hazen and Sawyer
Alan Karnovitz, Senior Associate, Hazen and Sawyer

Re: City of Deerfield Beach Stormwater Utility Program Update – Phase 1

Financial Evaluation

1. Introduction and Background

In 2018, the City of Deerfield Beach (the City) commissioned Hazen and Sawyer to conduct a study to investigate and assist in the implementation of a stormwater utility that would provide dedicated funding to support stormwater-related annual operations costs and ordinary rehabilitation and repair expenditures. The City used the results of the study to implement a stormwater utility fee based on the number of Equivalent Residential Units (ERUs) associated with the property. This fee was included on a customer's water and sewer utility bill. This approach, although successful in creating a dedicated enterprise fund posed challenges to collecting the fee from accounts that did not receive water or sewer service since the utility does not serve the entire City. It also rendered it difficult to update the fee where water and sewer account holders share the impervious area..

In 2019, the City commissioned Geosyntec to analyze the City's stormwater assets and develop a long-term capital improvement plan (CIP) to address needs associated with the existing infrastructure. The long-term investment recommendation made in the Stormwater Master Plan suggested that the stormwater utility fee cover more than just the revenue requirements of the operation and maintenance of the stormwater infrastructure. To fund a truly self-sufficient stormwater enterprise fund, the stormwater fee would need to be adjusted to cover capital improvement expenditures as well as ongoing operation and maintenance and ordinary repair costs.

The objective of this study is two-fold: 1) Update the impervious area identified in 2018 using current high-resolution orthoimagery to account for residential and commercial development over the last 4 years, and 2) prepare a 5-year financial forecast, including the required stormwater fee to cover both the Utility's operation and maintenance costs, as well as CIP investments. The financial forecast was prepared using three alternative financing scenarios for the CIP investments: PayGo, State Revolving Fund (SRF) financing, and revenue bond financing.

40658-005

2. Data Review

To update the impervious area database, the existing impervious area measurements were compared to the most recent high resolution orthoimagery (aerial photography) using ESRI's ArcGIS Pro (GIS) desktop program.

The following data were requested from the City and reviewed for completeness and accuracy:

- The most recent impervious area GIS shapefile
- Broward County Property Appraiser parcel GIS shapefile
- Broward County Property Appraiser Tax Roll
- The most recent high resolution orthoimagery of the City
- The City stormwater utility service area boundary

3. Current ERU Assignments

As a result of the analysis completed during the 2018 study, the City assigned billing categories based on property use classification and their relative measured impacts to the stormwater management system. Like most stormwater utilities, Deerfield Beach used impervious area as the indicator for measuring the demand placed on the stormwater management system. Impervious area refers to those portions of a parcel of land where the land surface has been altered by development such that rainwater cannot percolate into the ground and therefore runs off the parcel and must be managed in some fashion by the stormwater utility.

Table 1 shows the current City billing methodology in terms of number of Equivalent Residential Units (ERUs) per parcel by property classification, where one ERU is equal to 2,788 square feet of impervious area. The ERU unit is based on the average impervious area measured on a statistically significant sample of single family residential properties. In 2018, the total number of ERUs subject to the stormwater fee was 53,729. The 2018 ERU total served as the baseline for future growth projections.

Table 1: City of Deerfield Beach Current Assignment of Equivalent Residential Unit by Property Use Classification

Property Use Classification	Number of ERUs / Parcel
Detached Single-Family	1
Condo / Coop	0.43
Mobile Home	0.94
Townhouse	0.67
Duplex	1.4
Triplex	1.98
Quadplex	1.98

Property Use Classification	Number of ERUs / Parcel
Residential > 4 dwelling units	Impervious Area sq ft / 2,788
Non-residential	Impervious Area sq ft / 2,788
Vacant (undeveloped) Residential / Non-residential	Impervious Area sq ft / 2,788

Property classifications with relatively consistent development styles and impervious areas are assigned a specific number of ERUs per parcel. For property classifications with highly variable impervious areas the number of ERUs assigned to the property is measured for each individual parcel based on the parcel's measured impervious area divided by the square feet per ERU (2,788 square feet). For residential properties that have no more than four dwelling units on the parcel, the number of ERUs assigned to the classification is the average impervious area for that classification divided by the average detached single family impervious area (2,788 sq. ft.). For example, as shown in Table 1, all condo units are assigned an ERU of 0.43, mobile homes 0.94 ERUs, townhouses 0.67 ERUs, duplexes 1.4 ERUs, and Triplexes and Duplexes 1.98 ERUs. Residential units with more than 4 units, non-residential parcels, and vacant lots are assigned an ERU value based on each property's actual impervious area.

4. ERU Count Update

4.1 Constant ERU Properties Update

The memorandum provides an update of the total number of ERUs subject to the stormwater fee and the number of ERUs within each property classification. Hazen obtained the most recent tax roll from the Broward County Property Appraiser's office. These data were analyzed to generate an updated count of the number properties associated with each property classification. This was accomplished by filtering each residential classification by Use Class, Use Type and Building Unit as listed in the tax roll. **Table 2** presents a breakdown of the updated parcel count and total ERUs for each property use class. The analysis estimated that the residential parcels containing 4 or fewer units accounted for 22,039 ERUs in 2022.

Table 2: 2022 Updated Number of ERUs for Residential Use Classifications associated with four housing units or less

Property Use Classification	Parcel Count	ERU Rate	ERU Total
Detached Single-Family	10,241	1	10,241
Condo / Coop	17,460	0.43	7,508
Mobile	395	0.94	371
Townhouse	4,766	0.67	3,193
Duplex	340	1.4	476
Triplex	42	1.98	83
Quadplex	84	1.98	166
Total ERUs			22,039

4.2 Measured ERU Updates

To update the number of ERUs for residential parcels with more than 4 units, non-residential parcels, and vacant lots, Hazen performed a manual review in GIS.

Using GIS, the impervious area shapefile was placed on top of the parcel shapefile and the most recent high resolution orthoimagery of the City to compare and update the impervious area for each relevant parcel. The parcel shapefile was clipped to the City stormwater service area boundary and impervious area was verified to fall within the boundaries of the City only. **Figure 1** on the following page shows the City stormwater utility service area, which is commensurate with the boundaries of the City.

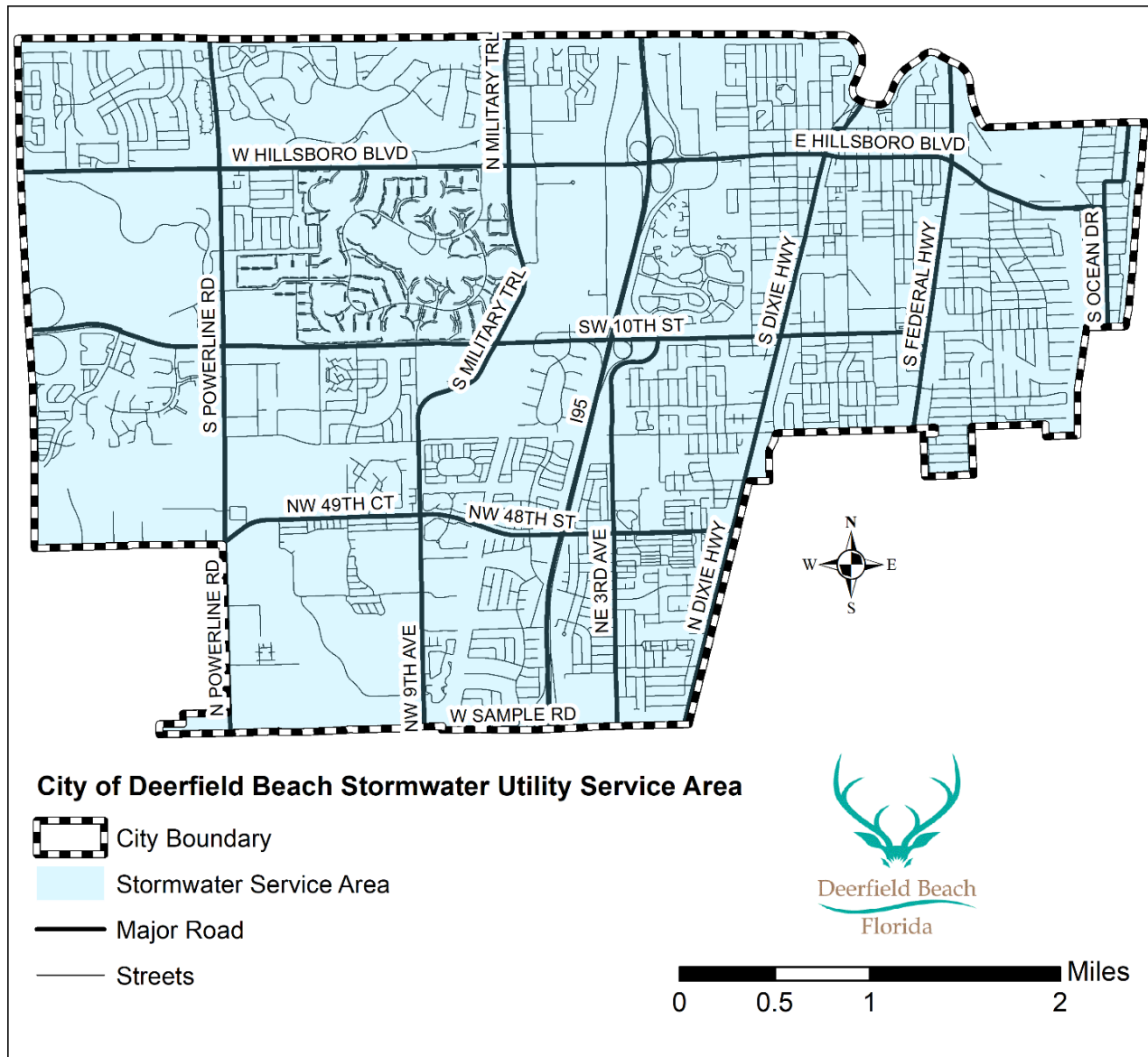


Figure 1: City of Deerfield Beach Stormwater Utility Service Area

The City was split into a grid to carefully analyze each of the existing impervious area polygons and update them as needed. This included splitting impervious area polygons where a new parcel boundary was added and updating or removing impervious area where new development or natural land reclamation had taken place, respectively. **Figure 2** shows an example of the grid (black squares) overlay on the City stormwater service area where the red lines indicate parcel boundaries, and the yellow translucent overlay represents measured impervious area.

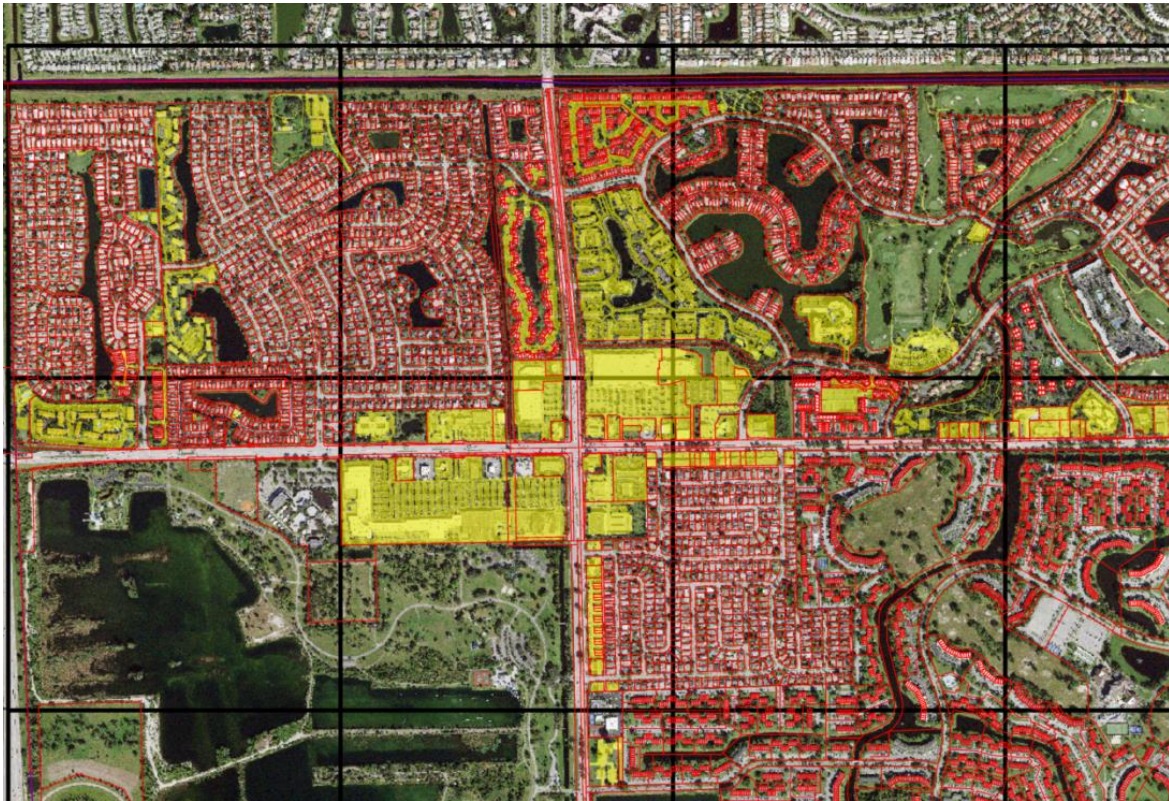


Figure 2: City of Deerfield Beach Impervious Area QC Grids (black squares)

Figure 3 shows an example of where additional development (red circles) will be added to the current impervious area (translucent yellow).

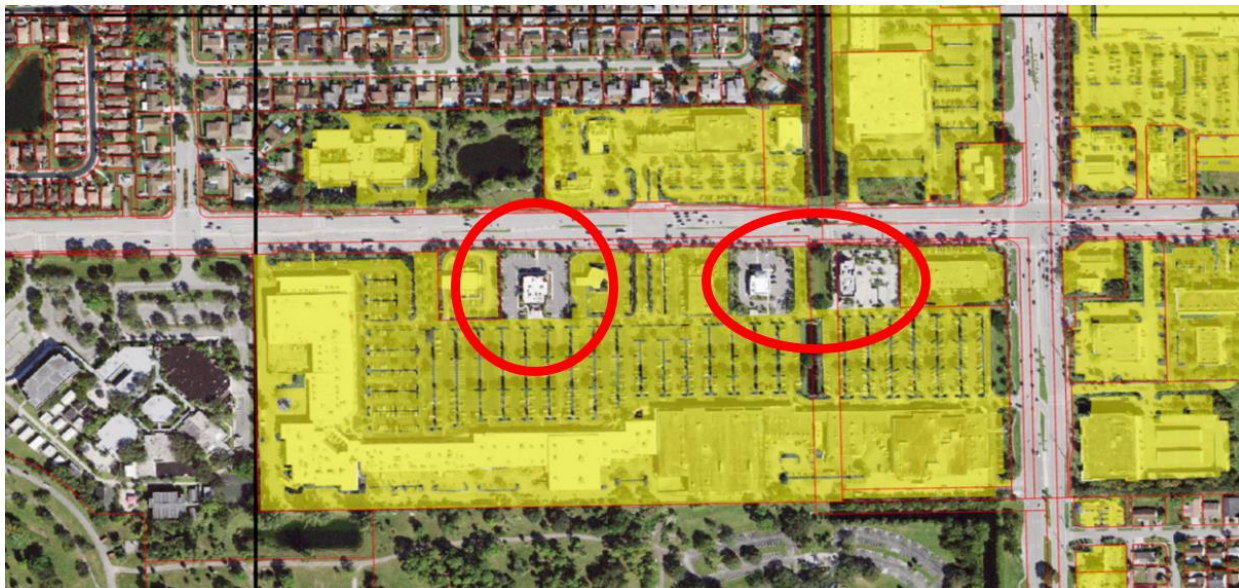


Figure 3: New Impervious Area Development to be Added (red circles)

After the updates to the measured impervious area were made, the draft impervious area shapefile was quality controlled by reviewing each of the grids for completeness of each measured impervious area, and newly developed parcels were measured for their impervious area and added to the shapefile. **Table 3** presents the updated total ERU count for the City of Deerfield Beach. The new total of 53,977 ERUs represents a very small increase over the 2018 ERU total of 53,729, which translates to about a 0.12 percent annual growth in the City's impervious area.

Table 3: Total 2022 Updated Number of ERUs Including Manually Measured Impervious Area

Description	Parcel Count / IA Measure	ERU Rate	ERU Total
Detached Single-Family	10,241	1.00	10,241
Condo / Coop	17,460	0.43	7,508
Mobile	395	0.94	371
Townhouse	4,766	0.67	3,193
Duplex	340	1.40	476
Triplex	42	1.98	83
Quadplex	84	1.98	166
Total ERUs Constant ERU Properties			22,039
Residential > 4 dwelling units	89,042,713 sq. ft.	Impervious Area sq. ft. / 2,788	31,938
Vacant (undeveloped) Residential / Non-residential			
Non-residential			
Total ERU's All Parcels			53,977

5. Updated Financial Forecast and Stormwater Utility Fee under Alternative Scenarios

5.1 Introduction and Background

Deerfield Beach's monthly stormwater fee of \$3.75 per ERU was established in 2018 prior to the preparation of its Stormwater Master Plan, which included a proposed Capital Improvement Program (CIP). The \$3.75 monthly stormwater fee was set at a level to fund the Utility's annual operation costs and ordinary rehabilitation and repair expenditures. It was not designed to pay for major capital projects because at the time, comprehensive capital project investments had not yet been planned.

The Stormwater Master Plan prepared for the City by the consultant Geosyntec identified numerous infrastructure deficiencies that were frequently contributing to localized flooding and surface water quality issues after storm events. To address these problems, Geosyntec proposed a long-term Stormwater CIP that

would require approximately \$18 million in new investments over a 10-Year period. The capital projects were prioritized based on the severity of problems being addressed, especially localized flooding.

Geosyntec's CIP cost estimates, however, are likely underestimates because they were prepared prior to the onset of the COVID-19 pandemic and the recent large surge in construction costs. The CIP will likely require a higher level of investment to complete all CIP projects, compelling the City to generate additional revenues than initially anticipated.

The City of Deerfield Beach is now seeking to update its stormwater fee to cover all costs associated with the Stormwater Management Program including the CIP. Under such an approach, the Stormwater Utility Enterprise Fund would become fully self-sufficient and would not require fund transfers from the City's general revenue fund.

The purpose of this study is to forecast the stormwater utility's total revenue requirements for the 5-Year forecast period, FY24-FY28, and provide the City with updated stormwater fees under alternative CIP financing approaches including PayGo, SRF financing, or revenue bond issuances. The following sections describe the method and the results of the financial evaluation. Because the financial forecast covers only the period FY24-FY28, it is not intended to project the costs of the entire CIP nor generate new cost estimates for the program. Instead, the CIP expenditures used in the financial model represent a realistic projection of the City's financial and managerial capacity to implement capital projects over the next 5 years.

5.2 Methodology and Model Description

Hazen developed an Excel-based financial model to estimate the City's total revenue requirements for its stormwater utility over the period FY24-FY28, and the annual and monthly fee per ERU to meet those requirements. As noted above, the objective of the revised Stormwater Fee will be to ensure that the Stormwater Utility Enterprise fund provides for a self-sustainable stormwater utility.

Critical to the model's accuracy are the assumptions regarding future costs including the cost of borrowing under the two CIP financing scenarios. Hazen used the FY22 operation costs as the baseline and escalated those costs based on discussions with Deerfield Beach staff. The major operation costs listed in the City's budget consists of two line items: 1) Personal Services and 2) Operating Expenses. After consultation with the City, these expenses were assumed to increase at an annual rate of 3.5% and 4.5%, respectively. The model assumes that elevated inflation will persist over the 5-year forecast and remain higher than historical rates. For purposes of this study, and to be conservative, the cost escalation rates are held steady throughout the forecast, although they can be adjusted in the model for future planning years if macroeconomic conditions change.

The financial model also accounts for a short-term recurring cost beginning in FY24 which is required to repay the \$2.2 million interfund loan to the Stormwater Utility (the Utility) from the Water and Sanitation Enterprise Fund. The purpose of this loan was to begin building the prioritized capital projects. The Stormwater Utility does not hold any long-term debt as all operation costs have been paid using the revenue generated by the stormwater fee.

Other key assumptions used in the financial model include the following:

- The Utility maintains an operating cash reserve of 120 days.
- Repayment of the interfund loan of \$2.2 million commences in FY24.
 - Under PayGo, the interfund loan is paid back in 3 years.
 - Under the two CIP Financed Scenarios, the interfund loan is rolled into the CIP loan.
- A 10 percent contingency factor is applied to operation costs and the CIP.¹
- The number of ERUs subject to the stormwater fee increases at an annual rate of 0.12 percent, which is the average growth rate from 2018-2022 (53,729 ERUs to 53,977 ERUs).

In addition, the model uses the following assumptions, developed in collaboration with the City, for the PayGo and the two CIP borrowing scenarios:

- Under PayGo funding, \$12.5 million is expended for the CIP, with a ramping up of annual expenditures over the 5-year forecast
- Under a SRF Loan or a similar subsidized government loan program:
 - Length of loan payback period is 20 years
 - Interest rate is 2.5 percent as described below
 - CIP Funds are borrowed in 3 tranches:
 - ♦ \$7.2 million in 2024,
 - ♦ \$5 million in 2026; and
 - ♦ \$5 million in 2028.
- Under a Revenue Bond Issuance:
 - Length of loan payback period is 20 years
 - Interest rate of 5.5 percent as described below
 - CIP Funds are borrowed in 3 tranches:
 - ♦ \$7.2 million in 2024,
 - ♦ \$5 million in 2026; and
 - ♦ \$5 million in 2028.

¹ For PayGo Scenario the CIP contingency is applied to the annual expenditures; for the financed scenarios, the contingency is applied to the debt service costs.

For both types of borrowing Deerfield Beach would be seeking to generate sufficient revenues to maintain a debt service coverage ratio of 1.50.² This ratio is not required by regulation but is strongly preferred by the City's financial policies.

The interest rates used for the borrowing costs are based on recent rates found for the Clean Water State Revolving Fund (CWSRF) program and a bond issuance for Tampa Bay Water. Specifically, Tampa Bay Water issued a revenue bond for its CIP in October 2022 and used a 5% interest rate in its prospectus.³ Given the ongoing increases in the Federal Reserve rates, a 5.5% interest rate at minimum would be reasonable for a bond issuance in the upcoming fiscal year for Deerfield Beach. Similarly, even SRF interests rates are likely to increase from their historic lows of 1 percent or even lower, the 2.5% rate was derived using the latest data from the Florida CWSRF and its interest rate calculator.⁴

The financial model was then used to forecast unadjusted and adjusted annual and monthly ERU fees for the period FY24 through FY28 for the three scenarios. The unadjusted forecast assumes that 100 percent of the parcels subject to the stormwater fee pay their bill within the same year that the fee is imposed. The adjusted fee assumes that 3 percent of the billed revenue is not collected. Accordingly, the annual revenue requirements were increased by 3 percent to ensure the stormwater fee would generate sufficient revenue to cover all costs. The 3 percent non-payment rate is based on the average percentage of billed ad-valorem taxes collected each year from 2017 to 2021. Specifically, over the past five years, Deerfield Beach collected approximately 97 percent of the ad-valorem tax revenue levied in the same year.⁵ This is the most appropriate metric because Deerfield Beach is proposing to transition the stormwater fee from customer's water bill to the annual tax bill as a separate line item.

5.3 Financial Modeling Results

The financial model forecasts the required fee to cover stormwater management costs including both operational costs and capital costs. **Tables 4, 5, and 6** present the annual total revenue requirements and resulting unadjusted and adjusted stormwater fee for the three scenarios. As shown in the tables, the PayGo alternative, as one would expect, would have the highest impact on the stormwater fee rate with the ERU rate more than doubling from \$3.75 per month to \$9.73 per month. Because the two financing alternatives amortize the capital expenditures over a longer period than does PayGo, the rate impacts are more gradual but will last longer. The equivalent monthly ERU fee would increase from the current fee of \$3.75 to \$6.26 and \$6.84 in FY28 for the SRF and revenue bond financing alternatives, respectively. The stormwater fee impact under the revenue bond alternative's higher interest rate is about 9% relative to a SRF type loan. However, it should be emphasized that the differential between a public subsidized loan and the bond market rate will depend on the timing of the borrowing and the availability of public funding for the proposed stormwater projects. Hence, the fee estimates presented in the study will need to be updated at the time Deerfield Beach selects the financing alternative to be used for funding these capital projects.

² Personal Communication Deerfield Beach Staff, Email to Hazen and Sawyer dated October 27, 2022

³ Preliminary Official Statement dated October 5, 2002, Tampa Bay Water

⁴ [https://floridadep.gov/sites/default/files/SRF Interest Rate Fact Sheet 17.pdf](https://floridadep.gov/sites/default/files/SRF%20Interest%20Rate%20Fact%20Sheet%2017.pdf);
<https://floridadep.gov/wra/srf/documents/cwsrf-affordability-calculation-using-census-places>

⁵ City of Deerfield Beach Annual Comprehensive Financial Report, Fiscal Year Ended September 30, 2021

Table 4: Scenario 1 - PayGo Financial Projections FY24-FY28

Expense Category	FY24	FY25	FY26	FY27	FY28
Personnel Services	\$655,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment	\$733,258	\$733,258	\$733,258	\$0	\$0
CIP Expenditures	\$2,000,000	\$2,100,000	\$2,300,000	\$3,000,000	\$3,100,000
Debt Service Annual Payment	\$0	\$0	\$0	\$0	\$0
Contingency (10%)	\$436,693	\$453,389	\$480,363	\$484,302	\$501,869
Operating Cash Reserve Requirement (120 days)	\$544,557	\$566,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement	\$5,348,179	\$5,554,156	\$5,874,123	\$5,941,664	\$6,160,123
Number of ERUs	54,102	54,164	54,227	54,289	54,352
Unadjusted Annual Fee	\$98.85	\$102.54	\$108.33	\$109.44	\$113.34
Unadjusted Monthly Fee	\$8.24	\$8.55	\$9.03	\$9.12	\$9.44
Adjusted Annual Fee	\$101.82	\$105.62	\$111.58	\$112.73	\$116.74
Adjusted Monthly Fee ⁶	\$8.48	\$8.80	\$9.30	\$9.39	\$9.73

Table 5: Scenario 2 - SRF Financial Projections FY24-FY28

Expense Category	FY24	FY25	FY26	FY27	FY28
Personnel Services	\$655,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment	\$0	\$0	\$0	\$0	\$0
CIP Expenditures	54,102	54,164	54,227	54,289	54,352
Debt Service Annual Payment	\$461,859	\$461,859	\$782,595	\$782,595	\$1,103,331
Contingency (10%)	\$209,553	\$216,249	\$255,297	\$262,562	\$302,202
Operating Cash Reserve Requirement (120 days)	\$544,557	\$566,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement	\$2,849,641	\$2,945,618	\$3,398,394	\$3,502,519	\$3,963,787

⁶ The adjusted fee assumes that 3 percent of the billed stormwater fee is not collected. As discussed in the text, the 3 percent non-payment is based on 5-years of data on the annual collection rate for the City's ad-valorem tax. Accordingly, the annual revenue requirements were increased by 3 percent to ensure the stormwater fee would generate sufficient revenue to cover all costs.

Expense Category	FY24	FY25	FY26	FY27	FY28
Number of ERUs	54,102	54,164	54,227	54,289	54,352
Unadjusted Annual Fee	\$52.67	\$54.38	\$62.67	\$64.52	\$72.93
Unadjusted Monthly Fee	\$4.39	\$4.53	\$5.22	\$5.38	\$6.08
Debt Service Coverage Ratio	2.63	2.70	2.08	2.12	1.85
Adjusted Annual Fee	\$54.25	\$56.01	\$64.55	\$66.45	\$75.12
Adjusted Monthly Fee⁶	\$4.52	\$4.67	\$5.38	\$5.54	\$6.26
Debt Service Coverage Ratio	2.82	2.89	2.21	2.25	1.96

Table 6: Scenario 3 - Revenue Bond Issuance Financial Projections FY24-FY28

Expense Category	FY24	FY25	FY26	FY27	FY28
Personnel Services	\$655,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment	\$0	\$0	\$0	\$0	\$0
CIP Expenditures					
Debt Service Annual Payment	\$602,491	\$602,491	\$1,020,888	\$1,020,888	\$1,439,284
Contingency (10%)	\$223,616	\$230,312	\$279,126	\$286,391	\$335,797
Operating Cash Reserve Requirement (120 days)	\$544,557	\$566,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement	\$3,004,336	\$3,100,313	\$3,660,516	\$3,764,641	\$4,333,336
Number of ERUs	54,102	54,164	54,227	54,289	54,352
Unadjusted Annual Fee	\$55.53	\$57.24	\$67.50	\$69.34	\$79.73
Unadjusted Monthly Fee	\$4.63	\$4.77	\$5.63	\$5.78	\$6.64
Debt Service Coverage Ratio	2.27	2.32	1.85	1.88	1.68
Adjusted Annual Fee	\$57.20	\$58.96	\$69.53	\$71.42	\$82.12
Adjusted Monthly Fee⁶	\$4.77	\$4.91	\$5.79	\$5.95	\$6.84
Debt Service Coverage Ratio	2.42	2.48	1.96	1.99	1.77

5.4 Comparison of Projected Stormwater Fees with Peer Stormwater Utilities in Florida

Inclusion of the CIP projects within the stormwater utility will impact future rates regardless of the financing alternative. Using the stormwater fee to fund these projects will generate a reliable stream of revenues not dependent on changing economic conditions and eliminating the need to compete with other agencies for a share of the City's annual budget. It is also equitable since the size of the fee imposed on a parcel corresponds to the demand the parcel imposes on the stormwater management system infrastructure.

It should also be noted that when put into context, the prospective rate increases fall well in line with the stormwater fees charged by Deerfield Beach's peer utilities in Florida. **Figure 4** shows current fees for Florida stormwater utilities of similar size and the projected FY28 stormwater fees for Deerfield Beach. As shown in the figure, the projected equivalent monthly fees for FY28 are substantially lower than the current fees imposed by Coral Springs, Tamarac, City of Palm Coast, and Cities of West Palm Beach and Ft. Lauderdale. Seven of the 14 stormwater utilities charge a higher rate in 2022, than the FY28 forecasted fee for Deerfield Beach using a SRF loan to finance the CIP.

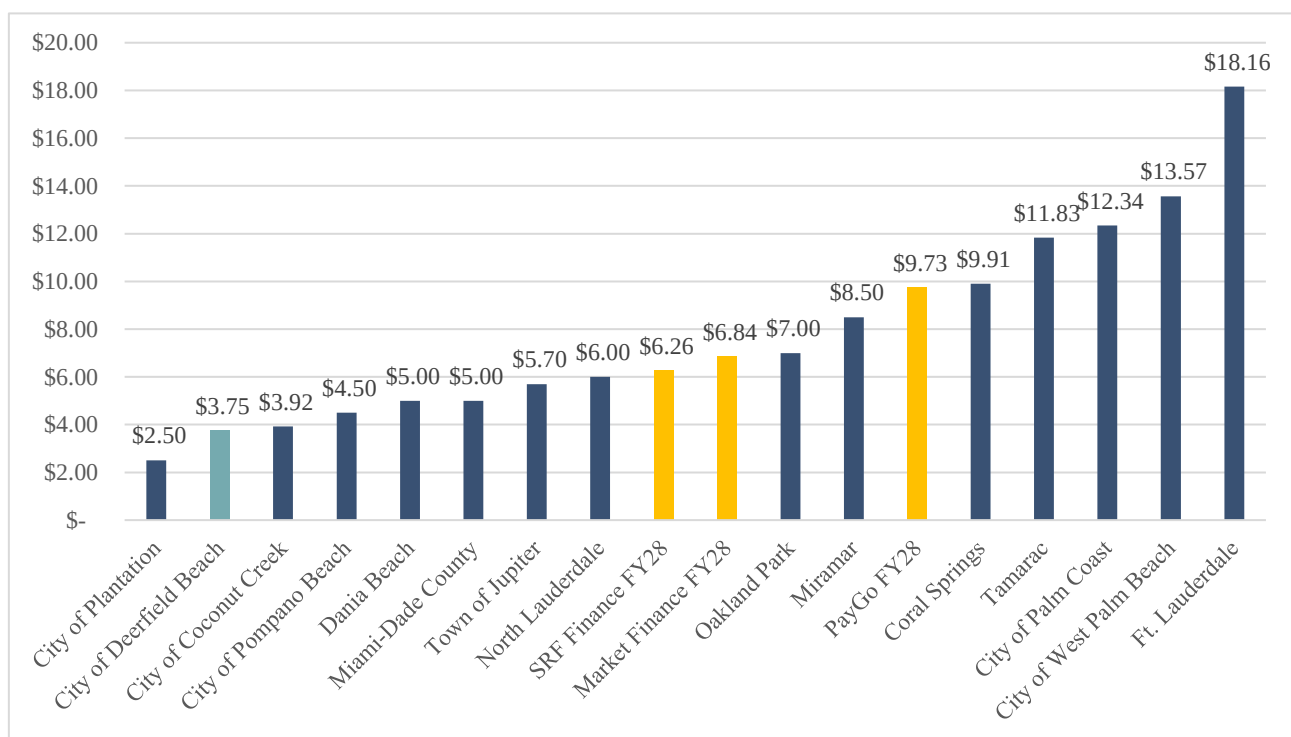


Figure 4: Comparison of Deerfield Beach Current and Scenario Forecasted ERU Fees Compared to Current Area Stormwater Utility Fees per ERU per Month

5.5 Conclusions

A 5-Year financial forecast was prepared to assist the City of Deerfield Beach in setting future stormwater fees based on an update of the ERUs subject to the fee. This forecast also addresses the need to cover both operation and maintenance costs and the CIP expenditures through the Stormwater Enterprise Fund. Stormwater fees were estimated under three financing alternatives. The forecast was prepared using an Excel-based model developed specifically for this project and which will be transferred to the City's Department of Financial Services. The financial model incorporates conservative assumptions regarding future operating costs as well as a contingency factor and a 120-day cash reserve requirement. **Table 7** summarizes the projected trajectory of the required monthly stormwater fee per ERU from FY24 -FY28, under PayGo, SRF financing, and revenue bond issuance for the CIP funding.

Table 7: Projected Monthly Equivalent of Stormwater Fee per ERU under Three Financing Scenarios

Financing Alternative	FY24	FY25	FY26	FY27	FY28
PayGo	\$8.48	\$8.80	\$9.30	\$9.39	\$9.73
SRF Financing	\$4.52	\$4.67	\$5.38	\$5.54	\$6.26
Revenue Bond Financing	\$4.77	\$4.91	\$5.79	\$5.95	\$6.84

As shown in Table 7, the PayGo alternative results in a steeper increase in the stormwater fee but would result in a shorter period in which the CIP costs would be paid off. The two financing options would smooth the level of the fee over time and result in a more protracted but gradual fee increase to cover the CIP costs. However, as shown in Figure 4, Deerfield Beach's stormwater fee would in FY28 remain lower than the current fee charged by several of its peer stormwater utilities under all three scenarios.

SRF Financing Projections
Deerfield Beach SW Utility Financial Forecast FY2024 - FY2028

	FY2021 Actual	FY2022 Budget Projection	FY2023 Budget Projection	FY2024 Forecasted Revenue	FY2025 Forecasted Revenue	FY2026 Forecasted Revenue	FY2027 Forecasted Revenue	FY2028 Forecasted Revenue
Actual and Projected Revenues								
Total Revenue (User Charges)	\$2,183,627	\$2,144,920	\$2,168,360	\$2,849,641	\$2,945,618	\$3,398,394	\$3,502,519	\$3,963,787
Actual and Projected Expenditures								
Personnel Services	\$371,107	\$624,273	\$633,295	\$665,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$424,054	\$861,121	\$936,087	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment				\$0	\$0	\$0	\$0	\$0
CIP Expenditures		\$1,812,394	\$3,942,661					
Debt Service Annual Payment				\$461,859	\$461,859	\$782,595	\$782,595	\$1,103,331
Contingency (10%)				\$209,553	\$216,249	\$255,297	\$262,562	\$302,292
Operating Cash Reserve Requirement (120 days)				\$544,557	\$566,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement		\$3,297,788	\$5,512,043	\$2,849,641	\$2,945,618	\$3,398,394	\$3,502,519	\$3,963,787
Actual and Projected ERUs and Charges								
Number of ERUs		53,977	54,039	54,102	54,164	54,227	54,289	54,352
Annul Fee to Cover Total Revenue Requirements				\$52.67	\$54.38	\$62.67	\$64.52	\$72.93
Monthly Fee to Cover Total Revenue Requirements				\$4.39	\$4.53	\$5.22	\$5.38	\$6.08
Debt Service Coverage Ratio				2.63	2.70	2.08	2.12	1.85

SRF Loan Interest Rate
2.5%
Loan Term
20

NOTES
Interfund loan of \$2,199,773 is financed along with CIP
Contingency applied to Personal Services, Operating Exp, and Debt Service

Escalation Rates for O&M Expenses	
CONTINGENCY (10%)	10%
Personal Services	3.5%
Operating Expenses	4.5%

SRF Loan Borrowing Schedule				
FY2024	FY2025	FY2026	FY2027	FY2028
\$7,200,000		\$5,000,000		\$5,000,000

Adjusted Revenue Requirements

Assume Percent Revenue Shortfall due to nonpayment and Discounts	1.03
Adjusted Annual ERU Rate	
Adjusted Monthly ERU Rate	
Debt Service Coverage Ratio	

\$2,935,130	\$3,033,986	\$3,500,346	\$3,607,895	\$4,082,700
\$54.25	\$56.01	\$64.55	\$66.45	\$75.12
\$4.52	\$4.67	\$5.38	\$5.54	\$6.26
2.82	2.89	2.21	2.25	1.96

Market Financing Projections
Deerfield Beach SW Utility Financial Forecast FY2024 - FY2028

	FY2021 Actual	FY2022 Budget Projection	FY2023 Budget Projection	FY2024 Forecasted Revenue	FY2025 Forecasted Revenue	FY2026 Forecasted Revenue	FY2027 Forecasted Revenue	FY2028 Forecasted Revenue
Actual and Projected Revenues								
Total Revenue (User Charges)	\$2,183,627	\$2,144,920	\$2,168,369	\$3,094,336	\$3,100,313	\$3,660,516	\$3,764,641	\$4,333,336
Actual and Projected Expenditures								
Personnel Services	\$371,107	\$624,273	\$633,295	\$655,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$424,054	\$861,121	\$936,087	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment				\$0	\$0	\$0	\$0	\$0
CIP Expenditures		\$1,812,394	\$3,942,661					
Debt Service Annual Payment				\$602,491	\$602,491	\$1,020,888	\$1,020,888	\$1,439,284
Contingency (10%)				\$223,616	\$230,312	\$278,126	\$286,391	\$335,797
Operating Cash Reserve Requirement (120 days)				\$344,557	\$586,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement		\$3,297,788	\$5,512,043	\$3,094,336	\$3,100,313	\$3,660,516	\$3,764,641	\$4,333,336
Actual and Projected ERUs and Charges								
Number of ERUs*		53,977	54,039	54,102	54,164	54,227	54,289	54,352
Annul Fee to Cover Total Revenue Requirements				\$55.53	\$57.24	\$67.50	\$69.34	\$79.73
Monthly Fee to Cover Total Revenue Requirements				\$4.63	\$4.77	\$5.63	\$5.78	\$6.64
Debt Service Coverage Ratio				2.27	2.32	1.85	1.88	1.68

Bond Issuance Interest Rates
5.5%
Loan Term
20

NOTES
Interfund loan of \$2,199,773 is financed along with CIP
Contingency applied to Personal Services, Operating Exp, and Debt Service

Escalation Rates for O&M Expenses	
CONTINGENCY (10%)	10%
Personal Services	3.5%
Operating Expenses	4.5%

Borrowing Schedule				
FY2024	FY2025	FY2026	FY2027	FY2028
\$7,200,000		\$5,000,000		\$5,000,000

Adjusted Revenue Requirements

Assume Percent Revenue Shortfall due to nonpayment and Discounts	1.03
Adjusted Annual ERU Rate	
Adjusted Monthly ERU Rate	
Debt Service Coverage Ratio	

\$3,094,466	\$3,193,322	\$3,770,331	\$3,877,880	\$4,463,336
\$57.20	\$58.96	\$69.53	\$71.42	\$82.12
\$4.77	\$4.91	\$5.79	\$5.95	\$6.84
2.4	2.5	2.0	2.0	1.6

Tax Collection in Same Year as Levy

2017	95.86
2018	95.63
2019	95.58
2020	98.76
2021	98.62

Average	96.89
Not Paying	3.11
Percent	3.1%

Source: ANNUAL COMPREHENSIVE FINANCIAL REPORT Ending September 30, 2021
Page 130

Projected ERU Growth Rate for Deerfield Beach

ERUs in 2022	53,977
ERU in 2018	53,729
Change	248

Growth Rate	0.12%
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State Revolving Fund Interest Rate Fact Sheet

CWSRF Financing Rate Formula

$$FR = MR - 4 + (4 / (1 + (100 / AI)^3)) - 1 / \text{Log}(P)$$

Where:

FR = Financing Rate

MR = Market Rate

AI = Affordability Index

P = Population served or to be served by the sponsor

DWSRF Interest Rate Formula

$$i = \%MR(MR)$$

$$\%MR = 40(MHI/SMHI) + 15$$

Where:

i = Interest Rate

MR = Market Rate

MHI = Median Household Income of the public water system's service area

SMHI = State of Florida MHI

Bond Buyer/SRF Rate Comparison



UPDATED

SFY 2022-32

1st Quarter

July 1 - Oct 1, 2022

MR¹ = 3.24%

¹ Pursuant to rules 62 552 and 62 503.300(8) of the Florida Administrative Code, the market rate is established as the weekly average yield reported in the Bond Buyer 20 Bond GO Index for the full weeks occurring during the three months during the preceding fiscal quarter.

SMHI² = \$55,660

² According to the American Community Survey (ACS) 2015-2019 5-Yr Estimates



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1620

Agenda Date: 12/6/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City of Deerfield Beach, Florida, declaring the City's intent to use the Uniform Method for Collection of Special Assessments to be levied upon all properties within the City, as more specifically described in Exhibit "A", to fund the installation of a stormwater management system and related improvements; stating a need for such levy; providing for transmittal of the Resolution; 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

The City of Deerfield Beach is considering authorizing and imposing non-ad valorem assessments upon properties within the boundaries of the City of Deerfield Beach to fund the required stormwater revenues to cover both the stormwater utility's operation and maintenance costs as well as Capital Improvement Project (CIP) investments.

The City currently collects stormwater fees via the City and County's water utility billing systems. Due to the current default rate in collection of the stormwater fee and administrative costs associated with the City's Utility Billing and Broward County Water and Sewer Department Utility Billing, the uniform method for the collection of Special Assessment is proposed as a more economical and efficient process.

Current Activity

Pursuant to Section 197.3632(3)(a), Florida Statutes, the City has advertised its intent to use this uniform method of collection of the Special Assessment once per week for four weeks in the Sun Sentinel preceding the public hearing for this Resolution being held December 6, 2022 at 7:00 pm in City Hall located at 150 NE 2nd Avenue in Deerfield Beach, Florida.

If authorized, the Special Assessment supports stormwater related annual operations costs, rehabilitation and repair expenditures, and finances CIP investments for the Fiscal Year beginning October 1, 2023 and continues until discontinued by the City Commission. The proposed resolution, which contains the legal description of the real property subject to the levy, is on file with the City Clerk.

By moving to the non-ad valorem process, it allows for improved collections on city accounts; provides an opportunity for annual discounted payments by residents; and reduces the monthly administrative costs associated with billing. The Commission will be required to adopt the assessment rates annually (during the budget process), so that the rates can be included in the TRIM

notices.

Recommendation

It is recommended that the Commission adopt the resolution, providing the City's notice of intent to use the uniform method of collecting non-ad valorem assessments upon properties within the boundaries of the City of Deerfield Beach to fund the required stormwater revenues to cover both the stormwater operation, maintenance and capital improvements.

RESOLUTION 2022/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DECLARING THE CITY’S INTENT TO USE THE UNIFORM METHOD FOR COLLECTION OF SPECIAL ASSESSMENTS TO BE LEVIED UPON ALL PROPERTIES WITHIN THE CITY, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”, TO FUND THE INSTALLATION OF A STORMWATER MANAGEMENT SYSTEM AND RELATED IMPROVEMENTS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR TRANSMITTAL OF THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida (“City”), pursuant to authority set forth in Chapters 163, 166 and 170, Florida Statutes, is authorized and empowered to declare and levy special assessments for those public improvements authorized by Section 170.01, Florida Statutes; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments on an annual basis in the same manner as provided for ad valorem taxes; and

WHEREAS, the City intends to use the uniform method of collecting non-ad valorem assessments, as authorized by section 197.3632, Florida Statutes, to collect special assessments upon certain real properties located within the jurisdictional boundaries of the City of Deerfield Beach, as more specifically set forth on the attached Exhibit “A”, which is incorporated herein by this reference, to fund the installation of a stormwater management system and related operations, maintenance and capital improvements; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City has advertised the City’s intent to use the uniform method for the collection of the stormwater special assessments once per week in a newspaper of general circulation for four consecutive weeks preceding the public hearing regarding the adoption of this Resolution; and

WHEREAS, on December 6, 2022, the City Commission of the City of Deerfield Beach held a duly advertised public hearing prior to adopting this Resolution.

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

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

Section 2. Commencing with the Fiscal Year beginning October 1, 2023 and with the tax statement mailed for such fiscal year, the City hereby gives notice of the City’s intent to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, to collect special assessments to be levied upon all properties (“Assessed

Property”) located within the incorporated area of the City of Deerfield Beach, as more fully described in the Exhibit “A”, to fund the installation of a stormwater management system and related operations, maintenance and capital improvements.

Section 3. The City Commission hereby determines that the levy of the stormwater special assessments described in Section 2 above is needed to fund the cost of the stormwater management system and related operations, maintenance and capital improvements benefiting the Assessed Property described in the attached Exhibit “A”.

Section 4. Upon adoption, the City Clerk is hereby directed to send an executed copy of this Resolution by US Mail to the Broward County Property Appraiser, the Broward County Tax Collector, and the State of Florida Department of Revenue by January 10, 2023.

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

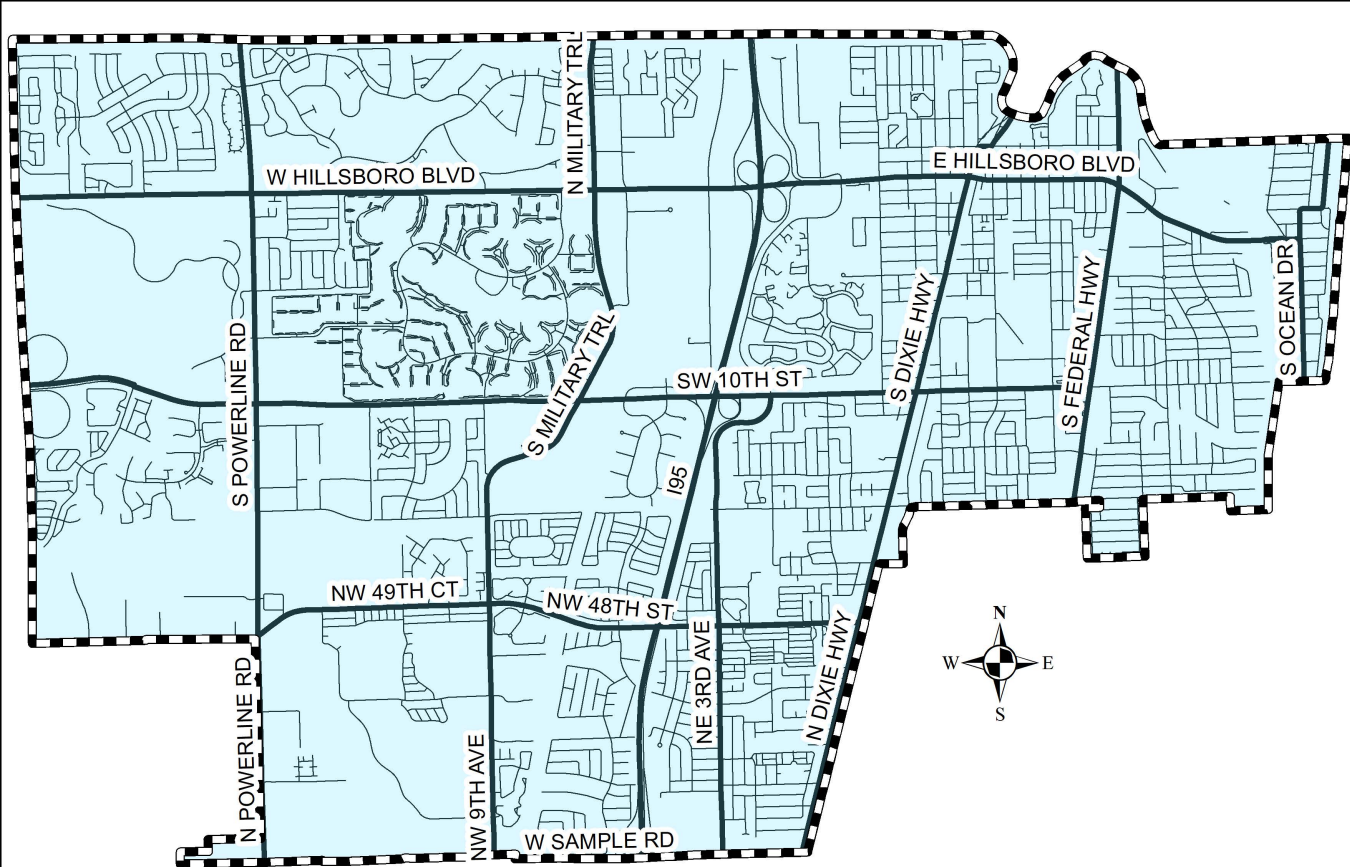
PASSED AND ADOPTED THIS ____ DAY OF DECEMBER, 2022.

CITY OF DERFIELD BEACH, FLORIDA

BILL GANZ, MAYOR

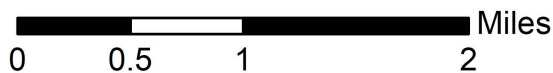
ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach Stormwater Utility Service Area

-  City Boundary
-  Stormwater Service Area
-  Major Road
-  Streets



Section 2.01. Description of corporate limits.

The following area shall constitute the corporate limits of the City of Deerfield Beach:

All that territory lying and situate in Broward County, Florida, as provided in the Laws of Florida, Chapter 59-1214, Special Acts, 1959; Chapter 61-2068, Special Acts, 1961; Chapter 70-647, Special Acts, 1970; Chapter 99-471, Laws of Florida; House Bill 1407, enacted 2004; House Bill 1695, 1697 and 1705, enacted 2000; House Bill 1089, enacted 1999; Ordinance Number 1974/207 (original number 928) and Ordinance Number 1985/24, City of Deerfield Beach, additions thereto, and subsequent additions by ordinance, and Special Act to wit:

All lands lying within the following described territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers and which boundaries, as the same may be hereafter changed by law, shall be known as the "Corporate Limits" of the City of Deerfield Beach, to wit:

BEGINNING at the northeast corner of Broward County, Florida, being the intersection of the north boundary line of Broward County, Florida with the east boundary line of the State of Florida;

thence southerly along said east boundary line of the State of Florida to the north line of Section 8, Township 48 South, Range 43 East; thence westerly along said north line of Section 8 to the centerline of the existing Intracoastal Waterway (Florida East Coast Canal) right-of-way;

thence southerly along said centerline of the Intracoastal Waterway to the intersection with the easterly extension of the south boundary line of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book "B", Page 154, of the Public Records of Dade County, Florida;

thence westerly along said easterly extension of the south boundary line of Lot 9 and through the southeast corner thereof, to the southwest corner of said Lot 9;

thence northerly along the west boundary line of said Lot 9 to the northwest corner of said Lot 9, also being the intersection with the east-west quarter section line of said Section 8;

thence westerly along said east-west quarter section line of Section 8 to a point of intersection with the east line of Section 7, Township 48 South, Range 43 East;

thence westerly along the east-west quarter section line of said Section 7 to a point of intersection with the east line of the west one-half ($W\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence southerly along said east line to the southeast corner of the west one-half ($W\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence westerly along the south line of the north one-half ($N\frac{1}{2}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7 to the southwest corner of the east one-half ($E\frac{1}{2}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence northerly along the west line of the east one-half ($E\frac{1}{2}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7 to a point of intersection with a line 165.00 feet south of and parallel with the north line of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence easterly along said parallel line to a point of intersection with the west line of the east one-half ($E\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence northerly along said west line to the northwest corner of the east one-half (E½) of the northeast one-quarter (NE¼) of the northwest one-quarter (NW¼) of the southeast one-quarter (SE¼) of said Section 7;

thence westerly along the east-west quarter section line of said Section 7 to the existing east right-of-way line of U.S. Federal Highway No. 1 (State Road No. 5);

thence southwesterly along said east right-of-way line to the intersection with the easterly extension of the existing south right-of-way line of S.W. 15th Street (N.E. 54th Street) being the Municipal Boundary of the City of Deerfield Beach as established by Chapter 70-647, Laws of Florida;

thence westerly along said south right-of-way line to a point of intersection with the northerly extension of the east line of PARCEL "B", MORGAN PLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 110, Page 42, of the Public Records of Broward County, Florida;

thence along the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida, for the following 3 courses:

thence southerly along the northerly extension of said east line to the north boundary line of said PARCEL "B", being the northeast corner of said PARCEL "B";

thence westerly along said north boundary line to the west line of said PARCEL "B" and the east right-of-way line of N.E. 13th Way as shown on said MORGAN PLAT NO. 1;

thence southwesterly and southerly along said east right-of-way line to the intersection with the east boundary line of PARCEL "A" of said MORGAN PLAT NO. 1;

thence along the municipal boundary of the City of Deerfield Beach, as established by Ordinance 1985/24, City of Deerfield Beach for the following 2 courses:

continue southerly along said east boundary line of PARCEL "A" to the south boundary line of said PARCEL "A";

thence westerly along said south boundary line to the southwest corner of said PARCEL "A" and the east right-of-way line of the Florida East Coast Railway;

thence along the municipal boundary of the City of Deerfield Beach, as described in House Bill 1407, enacted by the Legislature of the State of Florida in 2004, for the following 4 courses:

thence continue southwesterly along said east right-of-way line of the Florida East Coast Railway to the centerline of N.E. 36th Street (Sample Road);

thence westerly along said centerline of N.E. 36th Street (Sample Road) to a point of intersection with the easterly right-of-way line of the Seaboard Coastline railroad;

thence northeasterly along said easterly right-of-way line to the north right-of-way line of N.E. 36th Street (Sample Road);

thence westerly along said north right-of-way line to the westerly right-of-way line of the Seaboard Coastline Railroad;

thence continue westerly along said north right-of-way line of N.E. 36th Street (Sample Road), being the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida to the west right-of-way line of Powerline Road (State Road 845);

thence continue westerly along a line lying northerly of the forty foot easement for road, utility and related purposes (for Sample Road), G and P Plat, according to the plat thereof, recorded in Plat Book 96, Page 44 of the Public Records of Broward County, Florida as described in House Bill 1697, enacted by the Legislature of the State of Florida in 2000, to a point on the western boundary of said plat, being the west

line of a fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records;

thence continue westerly along the north line of a road easement for Sample Road, J.F.C. Plat, according to the plat thereof, recorded in Plat Book 133, Page 35 of the Public Records of Broward County, Florida as described in House Bill 1695 and House Bill 1705, enacted by the Legislature of the State of Florida in 2000, to a point of intersection with the western boundary of Parcel "A", according to said plat;

thence continue along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1695, for the next 2 courses:

northerly along said western boundary of Parcel "A" to the northwest corner of said Parcel;

thence easterly along the north boundary of said Parcel "A" and the northerly limits of said J.F.C. Plat to the northeast corner of said Parcel being a point on the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat as described in said House Bill 1697;

thence along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1697, for the next 2 courses:

northerly along the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat to the northwest corner of said plat;

thence easterly along the north boundary of said G and P Plat to the northeast corner of Parcel "B" of said plat being a point on the westerly right-of-way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida;

thence northerly along said westerly right-of-way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by said Chapter 99-471 to the intersection with a line 55.00 feet north of and parallel with the south line of the southeast one-quarter (SE¼) of Section 9, Township 48 South, Range 42 East;

thence westerly along said parallel line to the intersection with the east line of the southwest one-quarter (SW¼) of said Section 9;

thence southerly along said east line to the intersection with a line 40.00 feet north of and parallel with the south line the southwest one-quarter (SW¼) of said Section 9;

thence westerly along said parallel line to a point of intersection with the east right-of-way line of the Florida's Turnpike;

thence northerly along said east right-of-way line to the south right-of-way line of the Sawgrass Expressway (State Road 869) as shown on the Broward County Expressway Authority map of Sawgrass/Deerfield Expressway for Project Number 10444, Sheets 22 and 23, dated June 26, 1984 with a revised date of January 21, 1986 as described in House Bill 1089, enacted by the Legislature of the State of Florida in 1999;

thence continue northerly along said east right-of-way line of Florida's Turnpike and the westerly municipal boundary as described in said House Bill 1089 to the south right-of-way line of Hillsboro Boulevard (State Road 810);

thence continue northerly along said east right-of-way line of the Florida's Turnpike to a point on the north boundary line of Broward County, Florida;

thence easterly along said north boundary line to the northeast corner of Broward County, Florida being the POINT OF BEGINNING of this description.

(Ord. No. 1989/22, § 1, 3-21-89; Laws of Fla. ch. 90-486, § 1; Ord. No. 1993/057, § 2, 11-23-93; Ord. No. 1995/036, § 1, 9-5-95; Ord. No. 1995/043, § 1, 9-5-95; Ord. No. 1996/004, § 1, 2-20-96; Ord. No. 1997/005, § 1, 3-18-97; Ord. No. 1997/028, § 1, 9-16-97)

RECEIVED

Post-it Fax Note

7671

Date

of pages

1 of 2

To: Bill Bach

From

Mark D. Smith

City Clerk

Co.

Deerfield Beach

0-4216

Phone #

357-6849

0-4323

Fax #

Very 2 lots
we talked about
@ H.S. Thanks
Dm

ORDINANCE NO. 720

Deerfield Beach City Clerk
P. O. Drawer AH
Deerfield Beach, Fla. 33441

ORDINANCE ANNEXING CERTAIN TRACTS
AND TO THE CITY OF DEERFIELD BEACH,
FLORIDA, AND REDEFINING THE BOUNDARY
LINES OF SAID CITY TO INCLUDE THE LANDS
SO ANNEXED.

WHEREAS, at a regular meeting of the City Commission of the City of Deerfield Beach, Florida, held on the 26th day of May, A. D. 1969, there was adopted Ordinance No. 706 declaring the intention of said City to annex certain tracts of land as therein described, and directing the City Manager to cause notice of such intention to be published as prescribed by law; and

WHEREAS, the said notice was duly and legally published in the manner provided by law; and

WHEREAS, the said tracts of land are contiguous to said City and lie in Broward County, Florida; and

WHEREAS, no registered voter of said City and no owner of property in the district so proposed to be annexed has, within the time provided for same, objected to such annexation; and

WHEREAS, more than thirty (30) days have elapsed since the aforesaid declaration of intention;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA:

SECTION 1. That the following described tracts of land situate, lying and being in the County of Broward, State of Florida, be and the same are hereby annexed and made a part of the City of Deerfield Beach, Florida, to-wit:

Commencing at the southwest corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4), Section 12, Township 48 South, Range 42 East; thence running due north along the west line of Section 12, Township 48 South, Range 42 East, for a distance of 1370.29 feet to the northwest corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of Section 12, Township 48 South, Range 42 East;

69 AUG 14 PM 2:40

REF: 4001 PAGE 488

thence running south 89°38'0" east along the south limits of Deerfield Beach for a distance of 1328.33 feet to the northeast corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of Section 12, Township 48 South, Range 42 East; thence due south for a distance of 1021.49 feet; thence north 89°56'31" west for a distance of ten feet; thence south for a distance of 340.50 feet, more or less, to the southeast corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of Section 12, Township 48 South, Range 42 East; thence north 89°59'29" west for a distance of 1316.93 feet to the point of beginning.

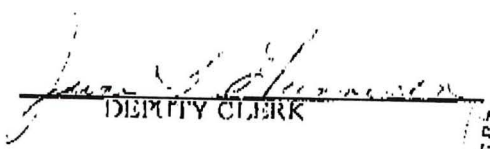
SECTION 2. That the boundary lines of the City of Deerfield Beach, Florida, shall be redefined so as to include therein the above described tracts of land.

SECTION 3. That the City Manager be, and he is hereby authorized and directed to cause a certified copy of this ordinance to be filed with the Clerk of the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida.

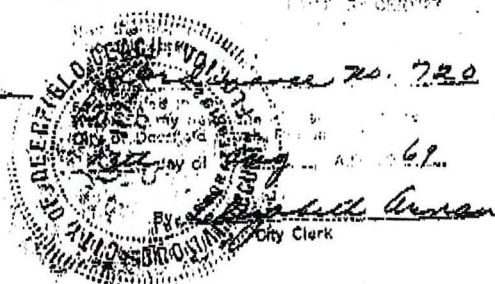
PASSED FIRST READING THIS 14TH DAY OF JULY, A. D. 1969.
PASSED SECOND READING THIS 14TH DAY OF JULY, A. D. 1969.
PASSED THIRD READING THIS 14TH DAY OF JULY, A. D. 1969.


VICE MAYOR-COMMISSIONER

ATTEST:


DEPUTY CLERK

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT



DEF. 4001 REC. 489

1
2 An act relating to the Cities of Deerfield
3 Beach and Pompano Beach, Broward County;
4 extending and enlarging the corporate limits of
5 such cities to include specific unincorporated
6 lands within the corporate limits of said
7 cities; providing for a referendum; providing
8 an effective date.
9

10 Be It Enacted by the Legislature of the State of Florida:

11
12 Section 1. Extension of corporate limits; area 1.--

13 (a) Upon the effective date of this act, Broward
14 County shall have completed a study of all the properties
15 described as area 1 of this act. The study shall have
16 determined the effects of annexation of area 1 into the City
17 of Deerfield Beach, and the economic impact of the area above
18 referred to upon annexation into the City of Deerfield Beach.
19 The study shall have determined the effects of annexation on
20 the employees of Broward County and the Broward County
21 Sheriff's Office and how to ameliorate same. The study shall
22 also have considered provision of law enforcement and fire
23 rescue services. Broward County shall be responsible for
24 printing and distribution of the study to residents of area 1
25 of this act.

26 (b) The Board of County Commissioners of Broward
27 County shall schedule an election in accordance with the
28 provisions of the law relating to elections currently in force
29 in Broward County on September 7, 1999. The subject of the
30 said election shall be the annexation of the area described
31 below as area 1 into the City of Deerfield Beach. Only

1 registered voters residing in the area described below as area
2 1 may vote in said election. A mail ballot shall not be used
3 in this election.

4 (c) The legal description of area 1 shall be as
5 follows:

6
7 That portion of Sections 9, 10, 11, 12, 13, 14,
8 15, and 16, Township 48 South, Range 42 East,
9 Broward County, Florida, described as follows:

10
11 Beginning at the intersection of the North
12 right-of-way line of N.W. 36th Street (Sample
13 Road) with the Westerly right-of-way line of
14 the Seaboard Coastline Railroad;

15
16 thence Westerly along said North right-of-way
17 line to the West right-of-way line of Powerline
18 Road (State Road 845);

19
20 thence Northerly along said West right-of-way
21 line to a line 55.0 feet North of and parallel
22 with the South line of said Section 9;

23
24 thence Easterly along said parallel line to the
25 East right-of-way line of Powerline Road (State
26 Road 845) being 33.0 feet East of and parallel
27 with the East line of said Section 9;

28
29 thence Northerly along said parallel line to
30 the North right-of-way line of N.W. 48th Street
31 (Green Road) as described in Ordinance No.

1 1990/091 of the City Commission of the City of
2 Deerfield Beach, Florida;
3
4 thence South 62°48'04" East along said North
5 right-of-way line, 62.23 feet;
6
7 thence North 54°26'45" East along said North
8 right-of-way line, 356.35 feet;
9
10 thence North 59°18'15" East along said North
11 right-of-way line, 200.72 feet;
12
13 thence North 35°33'15" West along said North
14 right-of-way line, 12.00 feet;
15
16 thence North 54°26'45" East along said North
17 right-of-way line, 50.11 feet to the Point of
18 Curvature of a curve concave to the Southeast;
19
20 thence Northeasterly along said North
21 right-of-way line and the arc of said curve,
22 having a radius of 689.35 feet and a central
23 angle of 15°26'45", an arc distance of 188.30
24 feet;
25
26 thence North 81°08'10" East along said North
27 right-of-way line, 100.00 feet to a point on
28 the arc of a curve concave to the South,
29 having a radial bearing of South 11°34'19"
30 East;
31

1 thence Easterly along said North right-of-way
2 line and the arc of said curve, having a radius
3 of 677.35 feet and a central angle of
4 09°26'52", an arc distance of 111.69 feet to a
5 Point of Tangency;
6
7 thence North 87°52'33" East along said North
8 right-of-way line, 1731.86 feet to the West
9 line of the Southeast quarter of said Section
10 10;
11
12 thence North 87°52'20" East along said North
13 right-of-way line, 674.56 feet to the West line
14 of the plat of THE LAKES, recorded in Plat Book
15 109, Page 9 of the Public Records of Broward
16 County, Florida and the West line of that
17 parcel of land described in House Bill 1431
18 enacted by the Legislature of the State of
19 Florida in 1977;
20
21 thence Southerly along the West line of said
22 parcel to the centerline of N.W. 49th Court
23 (Green Road);
24
25 thence South 88°16'03" East along said
26 centerline and the South line of said parcel,
27 816.58 feet;
28
29 thence North 01°43'57" East along the East line
30 of said parcel, 127.71 feet;
31

1 thence North 37°48'52" East along said East
2 line, 103.37 feet;
3
4 thence North 17°39'00" West along said East
5 line, 189.24 feet;
6
7 thence North 52°11'08" West along said East
8 line, 510.71 feet;
9
10 thence North 02°53'53" East along said East
11 line, 187.12 feet;
12
13 thence South 88°16'03" East along said East
14 line, 84.22 feet;
15
16 thence North 37°54'12" East along said East
17 line, 273.17 feet;
18
19 thence North 22°18'22" West along said East
20 line, 84.31 feet;
21
22 thence North 37°54'12" East along said East
23 line, 271.27 feet;
24
25 thence South 89°22'50" East along said East
26 line, 189.36 feet;
27
28 thence North 07°55'11" East along said East
29 line, 159.94 feet;
30
31

1 thence North 69°30'14" East along said East
2 line, 98.27 feet;
3
4 thence North 02°52'38" East along said East
5 line, 110.00 feet to the South line of the
6 North half of the North half of the Northeast
7 quarter of the Southeast quarter of said
8 Section 10;
9
10 thence Easterly along said South line to the
11 West line of the East 53.0 feet of the North
12 half of the Southeast quarter of said Section
13 10;
14
15 thence Southerly along said West line to the
16 South line of the North half of the Southeast
17 quarter of said Section 10;
18
19 thence Easterly along said South line and the
20 South line of the North half of the Southwest
21 quarter of said Section 11 to a line 55.0 feet
22 East of and parallel with the West line of the
23 Southwest quarter of said Section 11;
24
25 thence South 00°55'19" East along said parallel
26 line and the West line of that parcel of land
27 described in Ordinance No. 1986/4 of the City
28 Commission of the City of Deerfield Beach,
29 Florida, a distance of 625.33 feet;
30
31

1 thence North 88°15'03" East along the South
2 line of said parcel, a distance of 109.20 feet
3 to the Point of Curvature of a curve concave to
4 the Southwest;
5
6 thence Southeasterly along said South line and
7 the arc of said curve, having a radius of
8 2870.04 feet and a central angle of 21°22'11",
9 an arc distance of 1070.44 feet to a Point of
10 Tangency;
11
12 thence South 70°22'46" East along said South
13 line, a distance of 454.24 feet to the Westerly
14 right-of-way line of the Seaboard Coastline
15 Railroad;
16
17 thence Northeasterly along said Westerly
18 right-of-way line as described in Ordinance No.
19 1986/4 and Ordinance No. 1974/928 each of the
20 City Commission of the City of Deerfield Beach,
21 Florida, to the East and West quarter Section
22 line of said Section 11;
23
24 thence Easterly along said East and West
25 quarter Section line to the Easterly
26 right-of-way line of Interstate 95 (State Road
27 9) as described in House Bill 4799 enacted by
28 the Legislature of the State of Florida in
29 1998;
30
31

1 thence Southwesterly along said Easterly
2 right-of-way line of Interstate 95 (State Road
3 No. 9) to the South line of that parcel of land
4 described in said House Bill 4799;
5
6 thence Easterly along said South line to a line
7 50.0 feet West of and parallel with the East
8 line of the Southeast quarter of said Section
9 11;
10
11 thence Southerly along said parallel line to
12 the South line of the Northeast quarter of the
13 Southeast quarter of said Section 11;
14
15 thence Easterly along said South line and the
16 South line of the Northwest quarter of the
17 Southwest quarter of said Section 12 to a line
18 53.0 feet East of and parallel with the West
19 line of the Southwest quarter of said Section
20 12 also being the Northwest corner of Parcel A,
21 POMPANO BAPTIST TEMPLE, according to the plat
22 thereof as recorded in Plat Book 119, Page 6 of
23 the Public Records of Broward County, Florida;
24
25 thence Southerly along the West line of said
26 Parcel A to the North line of the Southwest
27 quarter of the Southwest quarter of the
28 Southwest quarter of said Section 12;
29
30 thence Easterly along said North line to the
31 East line of the Southwest quarter of the

1 Southwest quarter of the Southwest quarter of
2 said Section 12;
3
4 thence Southerly along the said East line to
5 the South line of said Parcel A;
6
7 thence Easterly along said South line to the
8 East line of said Parcel A;
9
10 thence Northerly along said East line to the
11 Northeast corner of said Parcel A and the South
12 line of the North half of the Southwest quarter
13 of said Section 12;
14
15 thence Easterly along said South line to the
16 East line of the Northwest quarter of the
17 Southwest quarter of said Section 12;
18
19 thence Northerly along said East line and the
20 boundary of that parcel of land described in
21 Chapter 70-647, Laws of Florida, a distance of
22 340.50 feet, more or less, to a point;
23
24 thence South 89°56'31" East along said
25 boundary, a distance of 10.0 feet;
26
27 thence Northerly along said boundary to the
28 South right-of-way line of S.W. 15th Street;
29
30 thence Easterly along said boundary and said
31 South right-of-way line to the West line of the

1 Northeast quarter of the Northwest quarter of
2 the Southeast quarter of said Section 12 and
3 the West line of that parcel of land described
4 in Ordinance No. 1988/22 of the City Commission
5 of the City of Deerfield Beach, Florida;
6
7 thence Southerly along the West line of said
8 parcel to the South line of said parcel and the
9 South line of the Northeast quarter of the
10 Northwest quarter of the Southeast quarter of
11 said Section 12;
12
13 thence Easterly along said South line to the
14 East line of said Parcel;
15
16 thence Northeasterly along said East line to
17 the South right-of-way line of S.W. 15th Street
18 as described in Chapter 70-647, Laws of
19 Florida;
20
21 thence Easterly along said South right-of-way
22 line to the Northerly extension of the East
23 line of Parcel "B", "MORGAN PLAT NO.1",
24 according to the plat thereof, as recorded in
25 Plat Book 110, Page 42 of the Public Records of
26 Broward County, Florida;
27
28 thence Southerly along said Northerly extension
29 to the North line of said Parcel "B";
30
31

1 thence Westerly along said North Line to the
2 West line of said Parcel "B" and the East
3 right-of-way line of N.E. 13th Way as shown on
4 said "MORGAN PLAT NO.1";
5
6 thence Southerly along said East right-of-way
7 line to the East line of Parcel "A", said
8 "MORGAN PLAT NO.1";
9
10 thence Westerly and Northerly along the East
11 line of said Parcel "A" to the North line of
12 said Parcel "A";
13
14 thence Westerly along the North line of said
15 Parcel "A" to the Easterly right-of-way line of
16 the Florida East Coast Railway;
17
18 thence Southwesterly along said Easterly
19 right-of-way line to the South right-of-way
20 line of N.W. 48th Street (Green Road);
21
22 thence Westerly along said South right-of-way
23 line to the Westerly right-of-way line of the
24 Seaboard Coastline Railroad;
25
26 thence Southwesterly along said Westerly
27 right-of-way line to the Point of Beginning.

28
29 TOGETHER WITH
30
31

1 That portion of Section 11, Township 48 South,
2 Range 42 East, Broward County, Florida,
3 described as follows:

4
5 Beginning at the intersection of the East and
6 West quarter Section line of said Section 11
7 with a line 50.0 feet West of and parallel with
8 the East line of the Southeast quarter of said
9 Section 11;

10
11 thence Southerly along said parallel line, a
12 distance of 20.0 feet;

13
14 thence Westerly along a line parallel with said
15 East and West quarter Section line, a distance
16 of 30.0 feet;

17
18 thence Northerly along a line parallel with
19 said East line of the Southeast quarter of said
20 Section 11, a distance of 20.0 feet to said
21 East and West quarter Section line;

22
23 thence Easterly along said East and West
24 quarter Section line, a distance of 30.0 feet
25 to the Point of Beginning.

26
27 Lying in Broward County, Florida.
28 Containing a total of 1,300 acres, more or
29 less.

30 (d) If the majority of the voters voting in the
31 election as provided in subsection (b) determine that the

1 unincorporated lands described in subsection (c) be annexed
2 into the City of Deerfield Beach, said unincorporated lands
3 shall become a part of the City of Deerfield Beach on
4 September 15, 1999, pursuant to section 171.062, Florida
5 Statutes, except as provided for in this act.

6 (e) Upon annexation into the City of Deerfield Beach,
7 the following shall govern the lands within area 1:

8 (1) The present land use designation and zoning
9 provided for under the Broward County Comprehensive Plan and
10 Code of Ordinances of Broward County shall remain the law
11 governing area 1 provided for in this act. The land use
12 designations and zoning of Broward County shall be deemed
13 conforming law; and

14 (2) Any change of land use designation or zoning shall
15 be accomplished by enactment of the vote of the majority of
16 the full governing body of the City of Deerfield Beach.

17 (f) Notwithstanding subsection (e), the property known
18 as the Broward County Work Release Facility, the legal
19 description of which follows, shall be subject to the
20 following:

21
22 The existing land use designation as indicated in the Broward
23 County Future Unincorporated Area Land Use Element Map Series
24 and the existing land use and zoning regulations shall remain
25 applicable to the site of the Broward County Work Release
26 Facility, and neither the land use designation nor the land
27 use and zoning regulations shall be modified without the
28 consent of the Broward County Board of County Commissioners,
29 so long as the site is used as the Broward County Work Release
30 Facility.

31

1 Legal Description:

2

3 All of Rowan Replat, according to the Plat
4 thereof recorded in Plat Book 150, at Page 42,
5 of the Public Records of Broward County,
6 Florida:

7

8 Less and Except:

9 All that part of AREA "A" and AREA "C" of ROWAN
10 REPLAT, as recorded in Plat Book 150, Page 42,
11 of the Public Records of Broward County,
12 Florida, described as follows:

13

14 Beginning at the Southwest corner of said AREA
15 "A";

16

17 thence North 01°10'29" West, along the West
18 line of said AREA "A and a West line of said
19 AREA "C," 558.81 feet;

20

21 thence South 88°33'35" West, along the South
22 line of said AREA "C, 3.00 feet;

23

24 thence North 01°10'29" West, 157.00 feet;

25

26 thence North 88°28'34" East, 255.61 feet;
27 thence South 45°52'34" East, along a
28 Northeasterly boundary of said AREA "C," 88.13
29 feet;

30

31

1 thence North 88°28'34" East, along a North
2 boundary of said AREA "C," 51.04 feet;
3
4 thence South 01°10'29" East, 652.80 feet;
5
6 thence South 88°28'12" West, along the South
7 line of said AREA "A," 365.64 feet to the Point
8 of Beginning.
9
10 Less and Except:
11 All that part of the Southwest one-quarter (SW
12 1/4) of Section 15, Township 48 South, Range 42
13 East, Broward County, Florida, described as
14 follows:
15
16 Commencing at the Southwest corner of said
17 Section 15,
18
19 thence North 88°28'12" East along the South
20 line of said Section 15, 1032.97 feet; thence
21 North 01°10'29" West 100.00 feet to the Point
22 of Beginning of the lands herein described;
23
24 thence continue North 01°10'29" West, 652.80
25 feet;
26
27 thence North 88°28'34" East, 302.96 feet;
28
29 thence South 01°05'25" East, 652.77 feet;
30 thence South 88°28'12" West, 302.00 feet to the
31 Point of Beginning.

1
2 Less and Except: all of AREA "D," of Rowan
3 Replat according to the Plat thereof recorded
4 in Plat Book 150, at Page 42 of the Public
5 Records of Broward County, Florida.
6

7 (g) All public roads and the public rights-of-way
8 associated therewith, on the Broward County Road System, lying
9 within the limits of the lands subject to annexation herein,
10 as described in section 1, are transferred from Broward County
11 jurisdiction to the jurisdiction of the annexing municipality,
12 except for those portions of Military Trail and NW/NE 48
13 Street (Green Road) lying within the limits of the annexation
14 area. All rights, title, interests and responsibilities for
15 any transferred roads, including, but not limited to, the
16 ownership, operation, maintenance, planning, design and
17 construction of said roads and to the rights-of-way associated
18 therewith shall transfer from Broward County jurisdiction and
19 ownership to the jurisdiction and ownership of the annexing
20 municipality upon the effective date of this act.

21 Section 2. Extension of corporate limits; area 2.--

22 (a) Upon the effective date of this act, Broward
23 County shall be deemed to have completed a study of all the
24 properties described as area 2 of this act. The study shall
25 have determined the effects of annexation of area 2 into the
26 City of Pompano Beach, and the economic impact of the area
27 above referred to upon annexation into the City of Pompano
28 Beach. The study shall have determined the effects of
29 annexation on the employees of Broward County and how to
30 ameliorate same. The study shall also have considered
31 provision of law enforcement and fire rescue services. Broward

1 County shall be responsible for printing and distribution of
2 the study to residents of area 2 of this act.

3 (b) The Board of County Commissioners of Broward
4 County shall schedule an election in accordance with the
5 provisions of the law relating to elections currently in force
6 in Broward County on September 7, 1999. The subject of the
7 said election shall be the annexation of the area described
8 below as area 2 into the City of Pompano Beach. Only
9 registered voters residing in the area described below as area
10 2 may vote in said election. A mail ballot shall not be used
11 in this election.

12 (c) The legal description of area 2 shall be as
13 follows:

14
15 That portion of Sections 11, 12, 13, 14, 15,
16 16, 21, 22, 23, 24, 25, and 26, Township 48
17 South, Range 42 East and Sections 7, 18, 19,
18 and 30, Township 48 South, Range 43 East,
19 Broward County, Florida, described as follows:

20
21 Beginning at the intersection of Westerly
22 right-of-way line of U.S. Highway No. 1 as
23 described in Chapter 69-1513, Laws of Florida,
24 with the South line of the North half of the
25 North half of the Northwest quarter of said
26 Section 30;

27
28 thence Westerly along said South line and the
29 South line of the North half of the North half
30 of the Northeast quarter of said Section 25 and
31 the South line of the North half of the North

1 half of the Northwest quarter of said Section
2 25 to the Easterly right-of-way line of the
3 Florida East Coast Railway as described in
4 Ordinance No. 80-38 of the City Commission of
5 the City of Pompano Beach, Florida;
6
7 thence Northeasterly along said Easterly
8 right-of-way line to the South right-of-way
9 line of N.E. 24th Street (Copans Road) as
10 described in said Ordinance No. 80-38;
11
12 thence Northwesterly and Westerly along said
13 South right-of-way line, through said Section
14 25 and into said Section 26 to the East line of
15 the West half of said Section 26;
16
17 thence Northerly along said East line to the
18 North line of the West half of said Section 26;
19
20 thence Westerly along said North line and the
21 North line of the Northeast quarter of said
22 Section 27 to the Westerly right-of-way line of
23 the Seaboard Coastline Railroad as described in
24 Chapter 83-506, Laws of Florida;
25
26 thence Northeasterly along said Westerly
27 right-of-way line to a line 55.00 feet South of
28 and parallel with the North line of the South
29 half of the Northwest quarter of the Northwest
30 quarter of said Section 23;
31

1 thence Easterly along said parallel line to the
2 Easterly right-of-way line of the Seaboard
3 Coastline Railroad and the West line of that
4 parcel of land described in Ordinance No. 90-54
5 of the City Commission of the City of Pompano
6 Beach, Florida;
7
8 thence Southwesterly along said Easterly
9 right-of-way line and the West line of said
10 parcel and the West line of that parcel of land
11 described in Ordinance No. 90-53 of the City
12 Commission of the City of Pompano Beach,
13 Florida, to the Westerly right-of-way line of
14 Interstate 95 (State Road No. 9) as shown on
15 Florida Department of Transportation
16 Right-of-Way Map (Section 80670-2413);
17
18 thence North 88°30'27" East along said Westerly
19 right-of-way line and the South line of said
20 parcel described in said Ordinance No. 90-53, a
21 distance of 277.01 feet;
22
23 thence North 59°00'27" East along said Westerly
24 right-of-way line and the South line of said
25 parcel, a distance of 88.64 feet;
26
27 thence North 29°30'27" East along said Westerly
28 right-of-way line and the South line of said
29 parcel, a distance of 435.76 feet to the Point
30 of Curvature of a curve concave to the
31 Southeast;

1
2 thence Northeasterly along said Westerly
3 right-of-way line and the South line of said
4 parcel and the South line of said parcel
5 described in said Ordinance No. 90-54 and the
6 arc of said curve, having a radius of 772.00
7 feet and a central angle of 43°27'07", an arc
8 distance of 585.47 feet to a Point of Tangency;
9
10 (the following 12 courses are coincident with
11 the boundary of that parcel of land described
12 in Ordinance No. 90-54 of the City Commission
13 of the City of Pompano Beach, Florida)
14
15 thence North 73°03'48" East along said Westerly
16 right-of-way line, a distance of 679.79 feet to
17 the Point of Curvature of a curve concave to
18 the Northwest;
19
20 thence Northeasterly along said Westerly
21 right-of-way line and the arc of said curve,
22 having a radius of 901.74 feet and a central
23 angle of 31°24'05", an arc distance of 494.20
24 feet to a Point of Tangency;
25
26 thence North 41°39'43" East along said Westerly
27 right-of-way line, a distance of 474.37 feet;
28
29 thence North 37°39'43" East along said Westerly
30 right-of-way line, a distance of 929.07 feet to
31

1 the Point of Curvature of a curve concave to
2 the Northwest;
3
4 thence Northeasterly along said Westerly
5 right-of-way line and the arc of said curve,
6 having a radius of 3300.52 feet and a central
7 angle of 03°19'12", an arc distance of 191.25
8 feet to the North line of the Southwest quarter
9 of said Section 23;
10
11 thence South 88°36'48" West along said North
12 line, a distance of 1242.61 feet to the East
13 line of the West half of the Northwest quarter
14 of said Section 23;
15
16 thence North 01°31'35" West along said East
17 line, 1960.40 feet to the North line of the
18 South half of the Northwest quarter of the
19 Northwest quarter of said Section 23;
20
21 thence South 88°40'22" West along said North
22 line, a distance of 564.24 feet;
23
24 thence North 01°17'56" West, a distance of
25 153.74 feet;
26
27 thence South 88°42'03" West, a distance of
28 100.00 feet;
29
30 thence South 01°17'56" East, a distance of
31 208.79 feet to a line 55.00 feet South of and

1 parallel with the North line of the South half
2 of the Northwest quarter of the Northwest
3 quarter of said Section 23;
4
5 thence South 88°40'22" West along said parallel
6 line, a distance of 285.52 feet to the Easterly
7 right-of-way line of the Seaboard Coastline
8 Railroad;
9
10 thence continue South 88°40'22" West along said
11 parallel line to the Westerly right-of-way line
12 of the Seaboard Coastline Railroad as described
13 in Chapter 83-506, Laws of Florida;
14
15 thence Northeasterly along said Westerly
16 right-of-way line to the South right-of-way
17 line of N.W. 36th Street (Sample Road) as
18 described in said Chapter 83-506, Laws of
19 Florida;
20
21 thence Westerly along said South right-of-way
22 line through said Sections 23, 22, and into
23 said Section 21 to the Southerly extension of
24 the West line of the J.F.C. PLAT, as recorded
25 in Plat Book 133, Page 35 of the Public Records
26 of Broward County, Florida;
27
28 thence Northerly along said Southerly extension
29 and said West line to the North line of said
30 J.F.C. PLAT;
31

1 thence Easterly along said North line to the
2 West line of the G. & P. PLAT, as recorded in
3 Plat Book 96, Page 44 of the Public Records of
4 Broward County, Florida;
5
6 thence Northerly along said West line and the
7 West line of the WASTE MANAGEMENT INC. PLAT NO.
8 3, as recorded in Plat Book 133, Page 46 of the
9 Public Records of Broward County, Florida, to
10 the North line of said WASTE MANAGEMENT INC.
11 PLAT NO. 3;
12
13 thence Easterly along said North line to the
14 West right-of-way line of Powerline Road (State
15 Road 845);
16
17 thence Southerly along said West right-of-way
18 line to the North right-of-way line of N.W.
19 36th Street (Sample Road);
20
21 thence Easterly along said North right-of-way
22 line to the Westerly right-of-way line of the
23 Seaboard Coastline Railroad;
24
25 thence Northeasterly along said Westerly
26 right-of-way line to the South right-of-way
27 line of N.W. 48th Street (Green Road);
28
29 thence Easterly along said South right-of-way
30 line to the Easterly right-of-way line of the
31 Florida East Coast Railway;

1
2 thence Northeasterly along said Easterly
3 right-of-way line to the South line of Parcel
4 "A", "MORGAN PLAT NO.1", according to the plat
5 thereof, as recorded in Plat Book 110, Page 42
6 of the Public Records of Broward County,
7 Florida;
8
9 thence Easterly along said South line to the
10 East line of said Parcel "A"
11
12 thence Northerly along said East line to the
13 East right-of-way Line of N.E. 13th Way as
14 shown on said "MORGAN PLAT NO. 1"
15
16 thence Northerly along said East right-of-way
17 line and the West line of Parcel "B", said
18 "MORGAN PLAT NO. 1" to the North line of said
19 Parcel "B";
20
21 thence Easterly along said North line to the
22 Northeast corner of said Parcel "B";
23
24 thence Northerly along the Northerly extension
25 of the East line of said Parcel "B" to the
26 South right-of-way line of S.W. 15th Street as
27 described in Chapter 70-647, Laws of Florida;
28
29 thence Easterly along said South right-of-way
30 line to the Westerly right-of-way line of U.S.
31

1 Highway No. 1 as described in Chapter 70-783,
2 Laws of Florida;

3
4 thence Southwesterly along said Westerly
5 right-of-way line as described in Chapter
6 70-783, Chapter 70-784, and Chapter 69-1513,
7 Laws of Florida, to the Point of Beginning.

8
9 LESS AND EXCEPT

10
11 That parcel of land annexed to the City of
12 Pompano Beach, Florida by Ordinance 97-89 of
13 the City Commission of the City of Pompano
14 Beach, Florida more particularly described as
15 follows:

16
17 A portion of the P.C. PROPERTIES PLAT NO.1 as
18 recorded in Plat Book 93, Page 37, and a
19 portion of the lands comprising the plat of
20 POMPANO PROFESSIONAL PLAZA as recorded in Plat
21 Book 82, Page 33, all being recorded in the
22 Public Records of Broward County, Florida, and
23 being more particularly described as follows:

24
25 Begin at the Southwest corner of said plat of
26 P.C. PROPERTIES PLAT NO.1;

27
28 thence North 00°32'26" West along the West line
29 of said P.C. PROPERTIES PLAT NO.1, a distance
30 of 676.93 feet;
31

1 thence North 01°13'13" West, a distance of
2 449.88 feet to the Northwest corner of said
3 plat of P.C. PROPERTIES PLAT NO.1;
4
5 thence North 89°03'58" East, a distance of
6 543.79 feet;
7
8 thence South 01°12'02" East, a distance of
9 195.92 feet;
10
11 thence North 89°03'58" East, a distance of
12 190.35 feet to the West right-of-way line of
13 U.S. Highway No.1;
14
15 thence South 11°04'01" West, a distance of
16 68.64 feet;
17
18 thence South 07°15'10" West, a distance of
19 140.00 feet;
20
21 thence South 82°44'50" East, a distance of 9.97
22 feet;
23
24 thence South 07°15'10" West, a distance of
25 453.82 feet;
26
27 thence South 88°50'38" West, a distance of
28 150.00 feet;
29
30 thence South 07°15'47" West, a distance of
31 25.13 feet;

1
2 thence South 89°05'19" West, a distance of
3 27.50 feet;
4
5 thence South 00°54'41" East, a distance of
6 123.14 feet;
7
8 thence South 88°50'38" West, a distance of
9 133.88 feet;
10
11 thence South 00°32'33" East, a distance of
12 124.15 feet to the North right-of-way line of
13 N.E. 23 Street (A.K.A. Copans Road);
14
15 thence South 88°50'37" West, a distance of
16 332.63 feet to the Point of Beginning.
17
18 Lying in Broward County, Florida.
19 Containing 3,175 acres, more or less.
20
21 (d) If the majority of the voters voting in the
22 election as provided in subsection (b) determine that the
23 unincorporated lands described in subsection (c) be annexed
24 into the City of Pompano Beach, said unincorporated lands
25 shall become a part of the City of Pompano Beach on September
26 15, 1999, pursuant to section 171.062, Florida Statutes,
27 except as provided for in this act.
28 (e) Upon annexation into the City of Pompano Beach,
29 the following shall govern the lands within area 2:
30 (1) The present land use designation and zoning
31 provided for under the Broward County Comprehensive Plan and

1 Code of Ordinances of Broward County shall remain the law
2 governing area 2 provided for in this act. The land use
3 designations and zoning of Broward County shall be deemed
4 conforming law; and

5 (2) Any change of land use designation or zoning shall
6 be accomplished by enactment of the vote of the majority of
7 the full governing body of the City of Pompano Beach.

8 (f) All public roads and the public rights-of-way
9 associated therewith, on the Broward County Road System, lying
10 within the limits of the lands subject to annexation herein,
11 as described in section 2(c), are transferred from Broward
12 County jurisdiction to the jurisdiction of the annexing
13 municipality, except for those portions of Military Trail, NE
14 48 Street/NE 49 Street and Copans Road lying within the limits
15 of the annexation area. All rights, title, interests and
16 responsibilities for any transferred roads, including, but not
17 limited to, the ownership, operation, maintenance, planning,
18 design and construction of said roads and to the rights-of-way
19 associated therewith shall transfer from Broward County
20 jurisdiction and ownership to the jurisdiction and ownership
21 of the annexing municipality upon the effective date of this
22 act.

23 Section 3. Notwithstanding the provisions of sections
24 186.901, 218.245, and 218.26, Florida Statutes, to the
25 contrary, for all purposes under state law beginning with
26 fiscal year 1999, the total population for the Cities of
27 Pompano Beach and Deerfield Beach, Florida, shall include any
28 additional residents added to the cities by the approval of
29 the proposed annexations authorized by this act. The
30 Department of Revenue shall recalculate the revenue sharing
31 apportionment factors pursuant to section 218.245, Florida

1 Statutes, as of September 15, 1999, based on any increase in
2 municipal population generated by these proposed annexations.

3 Section 4. The City of Pompano Beach will extend and
4 enlarge the corporate limits of the city to include properties
5 described as area 2. No governmental entity shall take any
6 action that would limit the ability of the City of Pompano
7 Beach to receive anticipated utility taxes, utility franchise
8 fees, or other franchise fees.

9 Section 5. Subsequent to the effective date of this
10 act, no annexation by any municipality shall be effective in
11 the areas described within this act as areas 1 and 2.

12 Section 6. This act shall take effect only upon its
13 approval by a majority vote of those qualified electors
14 residing in those areas as described in section 1, subsection
15 (c), and section 2, subsection (c), respectively, voting in a
16 referendum election to be called by the Board of County
17 Commissioners of Broward County, to be held on September 7,
18 1999, in accordance with the provisions of law relating to
19 elections currently in force, except that this section shall
20 take effect upon becoming a law.

1
2 An act relating to the City of Deerfield Beach,
3 Broward County; extending and enlarging the
4 corporate limits of the City of Deerfield Beach
5 to include specified unincorporated lands
6 within said corporate limits; providing an
7 effective date.

8
9 Be It Enacted by the Legislature of the State of Florida:

10
11 Section 1. The present corporate limits of the City of
12 Deerfield Beach, Broward County, Florida, are hereby extended
13 and enlarged so as to include, in addition to the territory
14 presently within its corporate limits, the Northerly 20 feet
15 of the Westerly 30 feet of the Easterly 80 feet of the
16 Southeast one-quarter (SE. 1/4) of Section 11, Township 48
17 South, Range 42 East, as described in that certain Public
18 Purpose Quitclaim Deed as recorded in Official Records Book
19 10750, Page 188, of the Public Records of Broward County,
20 Florida.

21
22 The bearings shown hereon are based on an
23 assumed meridian. The North line of Section
24 11, Township 48 South, Range 42 East bears
25 South 88°22'20" West.

26
27 Containing 0.1 acres, more or less.

28
29 Section 2. All public roads and the public
30 rights-of-way associated therewith, lying within the limits of
31 the lands subject to annexation herein, as described in

1 section 1, are transferred from Broward County jurisdiction to
2 the jurisdiction of the annexing municipality, except any
3 county collector roads.

4 Section 3. On the effective date of this act, the City
5 of Deerfield Beach shall be responsible for and embodied with
6 all municipal powers granted in chapter 166, Florida Statutes,
7 over territory hereby annexed.

8 Section 4. Nothing in this chapter shall be construed
9 to affect or abrogate the rights of parties to any contracts,
10 whether the same be between Broward County and a third party
11 or between nongovernmental entities, which contracts are in
12 effect prior to the effective date of annexation.

13 Section 5. This act shall take effect September 15,
14 2000.

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

A bill to be entitled

An act relating to Broward County; providing for extending the corporate limits of the City of Deerfield Beach; providing for annexation of specified unincorporated areas; providing for an interlocal agreement; providing for continuation of certain Broward County regulations; providing for the transfer of public roads and rights-of-way; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. That the following described lands shall be annexed into and a part of the City of Deerfield Beach effective September 15, 2004:

That portion of Sections 11, 13 and 14 Township 48 South, Range 42 East, Broward County, Florida, described as follows:

BEGINNING at the intersection of the centerline of N.W. 36 Street (Sample Road) with the Easterly right-of-way line of the Seaboard Coastline Railroad, being a point on the municipal boundary of the City of Pompano Beach, as described in Chapter 2000-458, Laws of Florida;

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

Thence Northeasterly along said municipal boundary and
along said Easterly right-of-way line to the North
right-of-way line of Sample Road, as described in said
Chapter 2000-458, Laws of Florida;

Thence Westerly along said North right-of-way line and
said municipal boundary to the Westerly right-of-way
line of the Seaboard Coastline Railroad, being a point
on the municipal boundary of the City of Deerfield
Beach, as described in Chapter 99-471, Laws of
Florida;

Thence along said municipal boundary the following two
courses;

Thence Northeasterly along said Westerly right-of-way
line, to the South right-of-way line of N.W./N.E. 48
Street (Green Road);

Thence Easterly along said South right-of-way line to
the Easterly right-of-way line of the Florida East
Coast Railway;

Thence Southwesterly along said Easterly right-of-way
line to the centerline of N.E. 36 Street (Sample
Road);

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

Thence Westerly along said centerline of N.E./N.W. 36
Street (Sample Road) to the POINT OF BEGINNING.

Section 2. An interlocal agreement shall be developed
between the governing bodies of Broward County and the City of
Deerfield Beach and executed prior to the effective date of the
annexation as provided for in section 1. The agreement shall
include a financially feasible plan for transitioning county
services, buildings, infrastructure, waterways, and employees.

Section 3. Upon annexation into the municipality, the
following provisions shall govern the areas described in section
1:

(1) The present land use designations and zoning districts
provided for under the Broward County Comprehensive Plan and
Code of Ordinances of Broward County shall remain the law
governing the area described in section 1, notwithstanding the
fact that the area described in section 1 is now a part of a
municipality.

(2) Any change of zoning districts or land use
designations may only be accomplished by enactment of the vote
of the majority of the full governing body of the municipality
plus one.

(3) Notwithstanding subsections (1) and (2), any use,
building, or structure that is legally in existence at the time
that the area described in section 1 becomes a part of the
municipality shall not be made a prohibited use by the
municipality, on the property of said use, for as long as the

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

use shall continue, and said use shall not be voluntarily abandoned.

Section 4. Subsequent to the effective date of this act, no change in land use designation or zoning shall be effective within the limits of the lands subject to annexation herein until the area described in section 1 has been annexed into the municipality. No annexation within the area described in section 1 by any municipality shall occur during the time period between the effective date of this act and the effective date of the annexation.

Section 5. Subsequent to the effective date of the annexation, any resident in the area to be annexed by this act into the City of Deerfield Beach shall be deemed to have met any residency requirements for candidacy for any municipal office.

Section 6. Nothing in this chapter shall be construed to affect or abrogate the rights of parties to any contracts, whether the same be between Broward County and a third party or between nongovernmental entities, which contracts are in effect prior to the effective date of the annexation.

Section 7. All public roads and the public rights-of-way associated therewith, on the Broward County Road System, lying within the limits of the lands subject to annexation herein, as described in section 1, are transferred from Broward County jurisdiction to the jurisdiction of the annexing municipality. All rights, titles, interests, and responsibilities for any transferred roads, including, but not limited to, the ownership, operation, maintenance, planning, design, and construction of said roads, and the rights-of-way associated therewith shall

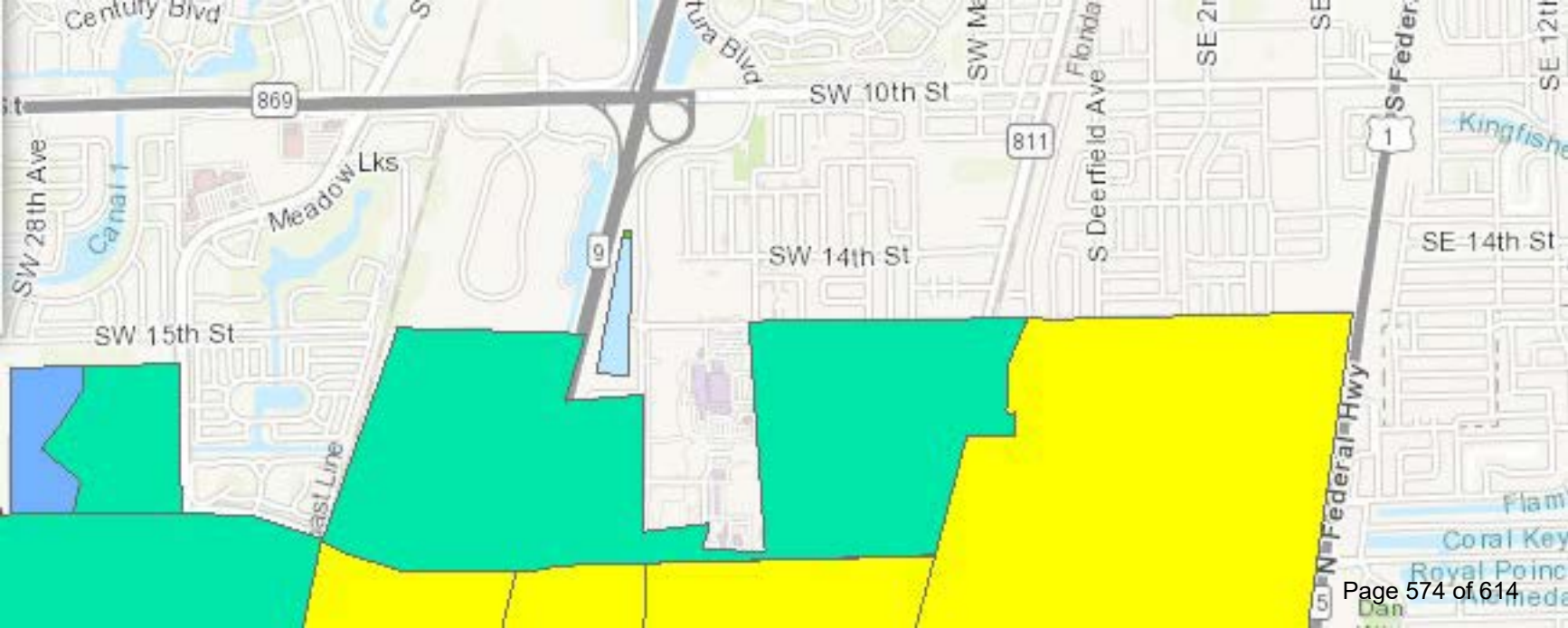
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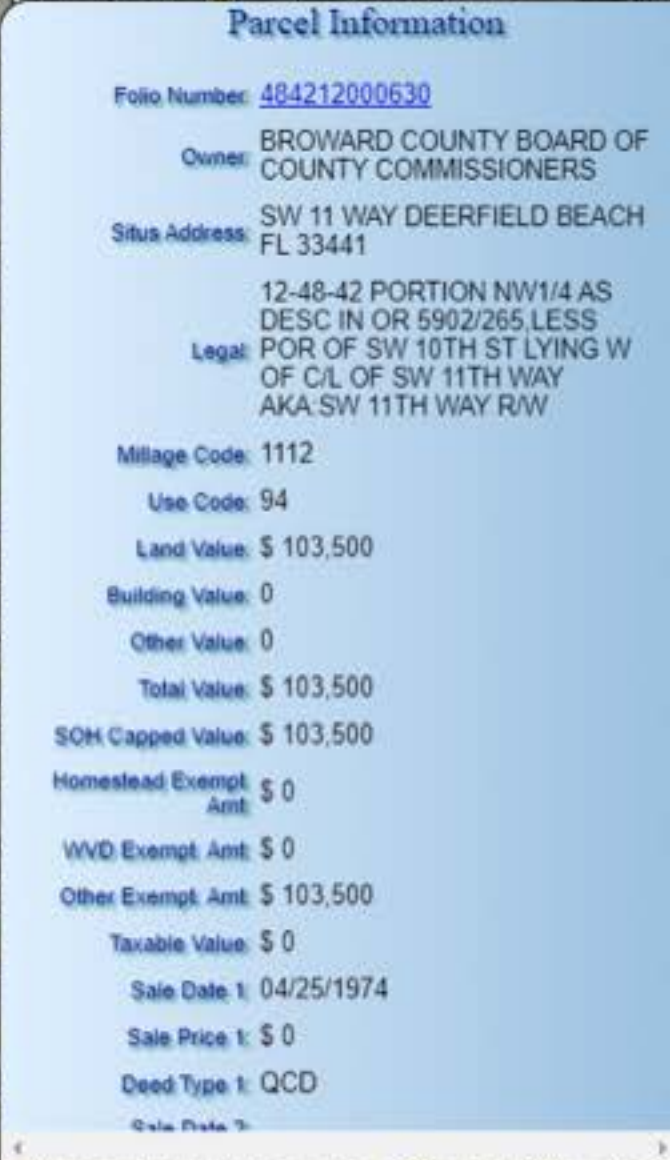
HB 1407, Engrossed 1

2004 Legislature

transfer from Broward County jurisdiction and ownership to the jurisdiction and ownership of the annexing municipality upon the effective date of the annexation.

Section 8. This act shall take effect upon becoming a law.







City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1593

Agenda Date: 12/6/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of water and wastewater utility rates; providing for conflicts, 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

An integrated utility master plan has been created for the City's water and wastewater utility systems. As part of this study, Raftelis Financial Consultants, Inc. ("Raftelis") completed a financial analysis of the City's Water and Wastewater System Master Plan. This analysis summarizes a review of the City's rate levels necessary to support funding required for the projects identified in the Master Plan and to meet the projected water and wastewater utility revenue requirements for a twenty-year fiscal period.

The rate analysis is designed to meet a number of goals and objectives. The main objective is to estimate the rate levels necessary to produce revenue sufficient to meet projected expenditure requirements of the system. Other goals include that the proposed rate should allow the utility to maintain a financial position that is sustainable and consistent with industry standards to promote credit worthiness and comply with rate covenant requirements associated with debt and future borrowings.

The primary reasons for the identified rate adjustments include the following:

1. The need to fund capital improvements and upgrades as identified in the City's capital improvement program and in the Master Plan, including annual renewal and replacement requirements, and major capital improvement.
2. Increased operating expenses as a result of inflationary effects on the cost of labor, electricity, fuel, health insurance, chemicals, and other operating expenditures.
3. Increasing cost of wholesale water and wastewater service provided by the County.
4. The need to maintain appropriate debt service coverage ratios associated with existing and anticipated utility debt.
5. The need to maintain adequate operating reserves and margins to ensure a sustainable financial position and fund for emergencies.

Specific assumptions for Operations and Maintenance to establish the proposed rate include general cost escalations for future expenditures to include: labor 3% annually, health insurance 6% annually, contractual services 4% annually, repair and maintenance 3% annually, consumer price index 3%

annually, and chemicals, electricity, and fuel at 5% annually. Factored into the proposed rate, the Renewal and Replacement Fund assumes funding at 4% annually to 10% of rate revenues to ensure adequate funding to maintain aging water treatment, distribution, and sewer collection assets. As the City does not own its own wastewater treatment facility, the City pays Broward County for wholesale wastewater services on a monthly basis. The rate is based on treatment expenses and flows and is projected to increase, based on historical data, at approximately 5% annually. Additionally, the forecast assumes the issuance of additional debt to fund CIP projects. The City's Bond Resolution requires the City to maintain rates adequate to exceed a minimum debt service coverage ratio on senior lien debt equal to 125% and 115% of the subordinate lien debt service requirements after the payment of Senior Lien Bond Service Requirements. Lastly, the water and wastewater systems should have adequate cash reserves in order to meet day to day funding needs equal to 120 days of annual rate revenue.

Current Activity

In April 2022, the City adopted a near-term rate increase based on recommendations by Raftelis which became effective June 1, 2022 to recover projected revenue requirements and sufficiently fund the system's near-term operations and capital needs. As the original report predated the pandemic and was delayed in its original implementation, the City tasked the Consultant to update its initial financial forecast to ensure adequacy and sustainability of the City's long term rate plan and account for revenue shortfalls resulting from the impact of Covid-19. The Consultants' review resulted in no significant changes to the forecasted growth and capital needs. The recommendations remain consistent with the original five-year schedule of water and wastewater utility rates of 7.1% annually, for five years. It is recommended the City adopt the first increase effective January 1, 2023.

The proposed rates comply with all rate covenant requirements associated with existing and future debt and are still below the average when compared to other Florida utilities. The proposed rates and charges for water and wastewater service are designed to meet the goals and objectives outlined and will be sufficient to provide for recovery of the total costs anticipated for the system. City staff is recommending that water and wastewater rates be adopted by resolution of the City Commission. A resolution establishing the new water and wastewater rates is attached.

Cost impact to average single-family residential user over 5 years at 7.1% increase:

Average User: 6,000 Gallons/Month	Previous Year Bill	Annual Increase (%)	New Bill with Increase	Increase in Monthly Bill (\$)	Increase since 2022
2023	\$62.27	7.1%	\$66.69	\$4.42	\$8.55
2024	\$66.69	7.1%	\$71.42	\$4.73	\$13.28
2025	\$71.42	7.1%	\$76.49	\$5.07	\$18.35
2026	\$76.49	7.1%	\$81.93	\$5.43	\$23.79
2027	\$81.93	7.1	\$87.74	\$5.82	\$29.60

Recommendation

Approval of the amended schedule for water and wastewater utility rates at an adjustment of approximately 7.1% annually, to be effective January 1, 2023 with subsequent increases in each fiscal year beginning at the start of each fiscal year.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE
AMENDED SCHEDULE OF WATER AND WASTEWATER
UTILITY RATES FOR FISCAL YEARS 2023 THROUGH 2027;
PROVIDING FOR CONFLICTS, IMPLEMENTATION, AND
AN EFFECTIVE DATE**

WHEREAS, as part of an integrated utility master plan created for the City's water and wastewater utility system, a financial analysis of the City's Water and Wastewater System Master Plan was completed, which summarized a review of the City's rate levels necessary to support the funding required for projects identified in the City's Master Plan and to meet the project water and wastewater utility revenue requirements for a 20-year fiscal period; and

WHEREAS, based on this review, the City has found that the current water and wastewater revenues are inadequate to meet the projected expenditure requirements for the City's utilities system in order to maintain a financially sound utility and fund its anticipated needs; and

WHEREAS, Chapter 70 of the City Code provides for the City Commission to adopt water and wastewater rates and charges by resolution; and

WHEREAS, the City Commission desires to increase water and wastewater rates for Fiscal Years 2023 through 2027 to generate the water and wastewater system revenues needed in order to maintain a financially sound utility, as shown in the amended schedule of water and wastewater utility rates, attached and incorporated herein as Exhibit "A" (the "Amended Rate Schedule"); and

WHEREAS, the City has provided notice of the proposed water and wastewater rate, charge, and fee increases to each water and sewer customer through the City's utility billing process in accordance with Section 180.136, Florida Statutes; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Rate Schedule, attached as Exhibit "A."

**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 and adopts the Amended Rate Schedule for Fiscal Years 2023 through 2027, attached as Exhibit "A," with the Fiscal Year 2023 rate increase effective January 1, 2023 and with subsequent increases in each Fiscal Year beginning on October 1st of each Fiscal Year thereafter.

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

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

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.00		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Multiple-family dwelling:			
Per dwelling unit	\$9.15		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
Community service account:			
Per dwelling unit	\$5.93		
First 6,000 gallons of use		\$2.65	
Next 6,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only" service for single-family dwelling:	15		
First 12,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.00		
1.00 inch	\$37.51		
1.50 inch	\$75.00		
2.00 inch	\$120.02		
3.00 inch	\$262.53		
4.00 inch	\$450.05		
6.00 inch	\$937.60		
8.00 inch	\$1,350.14		
First 12,000 gallons of use per account		\$3.67	Per 1,000
Above 12,000 gallons of use per account		\$4.03	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.00		
First 12,000 gallons of use		\$3.67	
Above 12,000 gallons of use		\$4.03	
1.00 inch	\$37.51		
First 30,000 gallons of use		\$3.67	
Above 30,000 gallons of use		\$4.03	
1.50 inch	\$75.00		
First 60,000 gallons of use		\$3.67	
Above 60,000 gallons of use		\$4.03	
2.00 inch	\$120.02		
First 96,000 gallons of use		\$3.67	
Above 96,000 gallons of use		\$4.03	
3.00 inch	\$262.53		
First 192,000 gallons of use		\$3.67	
Above 192,000 gallons of use		\$4.03	
4.00 inch	\$450.05		
First 300,000 gallons of use		\$3.67	
Above 300,000 gallons of use		\$4.03	
6.00 inch	\$937.60		
First 600,000 gallons of use		\$3.67	
Above 600,000 gallons of use		\$4.03	
8.00 inch	\$1,350.14		
First 960,000 gallons of use		\$3.67	
Above 960,000 gallons of use		\$4.03	

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.79		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Multiple-family dwelling:			
Per dwelling unit	\$9.63		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Community service account:			
Per dwelling unit	\$6.24		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only" service for single-family dwelling:	\$15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.79		
1.00 inch	\$39.48		
1.50 inch	\$78.94		
2.00 inch	\$126.32		
3.00 inch	\$276.31		
4.00 inch	\$473.68		
6.00 inch	\$986.82		
8.00 inch	\$1,421.02		
First 12,000 gallons of use per account		\$3.86	Per 1,000
Above 12,000 gallons of use per account		\$4.24	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
1.00 inch	\$39.48		
First 30,000 gallons of use		\$3.86	
Above 30,000 gallons of use		\$4.24	
1.50 inch	\$78.94		
First 60,000 gallons of use		\$3.86	
Above 60,000 gallons of use		\$4.24	
2.00 inch	\$126.32		
First 96,000 gallons of use		\$3.86	
Above 96,000 gallons of use		\$4.24	
3.00 inch	\$276.31		
First 192,000 gallons of use		\$3.86	
Above 192,000 gallons of use		\$4.24	
4.00 inch	\$473.68		
First 300,000 gallons of use		\$3.86	
Above 300,000 gallons of use		\$4.24	
6.00 inch	\$986.82		
First 600,000 gallons of use		\$3.86	
Above 600,000 gallons of use		\$4.24	
8.00 inch	\$1,421.02		
First 960,000 gallons of use		\$3.86	
Above 960,000 gallons of use		\$4.24	

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$10.98	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$6.71	\$2.71	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$4.57	\$2.71	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$10.98	\$2.71	
1.00 inch	\$27.45	\$2.71	
1.50 inch	\$54.91	\$2.71	
2.00 inch	\$87.86	\$2.71	
3.00 inch	\$192.19	\$2.71	
4.00 inch	\$329.48	\$2.71	
6.00 inch	\$686.39	\$2.71	
8.00 inch	\$988.41	\$2.71	
10.00 inch	\$1,592.44	\$2.71	
12.00 inch	\$2,361.20	\$2.71	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$686.39	\$2.71	
8.00 inch wastewater meter	\$988.41	\$2.71	
10.00 inch wastewater meter	\$1,592.44	\$2.71	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$12.00	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$7.33	\$2.96	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$4.99	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$12.00	\$2.96	
1.00 inch	\$29.99	\$2.96	
1.50 inch	\$59.99	\$2.96	
2.00 inch	\$95.99	\$2.96	
3.00 inch	\$209.97	\$2.96	
4.00 inch	\$359.96	\$2.96	
6.00 inch	\$749.88	\$2.96	
8.00 inch	\$1,079.84	\$2.96	
10.00 inch	\$1,739.74	\$2.96	
12.00 inch	\$2,579.61	\$2.96	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$749.88	\$2.96	
8.00 inch wastewater meter	\$1,079.84	\$2.96	
10.00 inch wastewater meter	\$1,739.74	\$2.96	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$15.79		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Multiple-family dwelling:			
Per dwelling unit	\$9.63		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
Community service account:			
Per dwelling unit	\$6.24		
First 6,000 gallons of use		\$2.79	
Next 6,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only" service for single-family dwelling:	15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$15.79		
1.00 inch	\$39.48		
1.50 inch	\$78.94		
2.00 inch	\$126.32		
3.00 inch	\$276.31		
4.00 inch	\$473.68		
6.00 inch	\$986.82		
8.00 inch	\$1,421.02		
First 12,000 gallons of use per account		\$3.86	Per 1,000
Above 12,000 gallons of use per account		\$4.24	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$15.79		
First 12,000 gallons of use		\$3.86	
Above 12,000 gallons of use		\$4.24	
1.00 inch	\$39.48		
First 30,000 gallons of use		\$3.86	
Above 30,000 gallons of use		\$4.24	
1.50 inch	\$78.94		
First 60,000 gallons of use		\$3.86	
Above 60,000 gallons of use		\$4.24	
2.00 inch	\$126.32		
First 96,000 gallons of use		\$3.86	
Above 96,000 gallons of use		\$4.24	
3.00 inch	\$276.31		
First 192,000 gallons of use		\$3.86	
Above 192,000 gallons of use		\$4.24	
4.00 inch	\$473.68		
First 300,000 gallons of use		\$3.86	
Above 300,000 gallons of use		\$4.24	
6.00 inch	\$986.82		
First 600,000 gallons of use		\$3.86	
Above 600,000 gallons of use		\$4.24	
8.00 inch	\$1,421.02		
First 960,000 gallons of use		\$3.86	
Above 960,000 gallons of use		\$4.24	

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$16.62		
First 6,000 gallons of use		\$2.94	
Next 6,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
Multiple-family dwelling:			
Per dwelling unit	\$10.14		
First 6,000 gallons of use		\$2.94	
Next 6,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
Community service account:			
Per dwelling unit	\$6.57		
First 6,000 gallons of use		\$2.94	
Next 6,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
"Irrigation only" service for single-family dwelling:	16.62		
First 12,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$16.62		
1.00 inch	\$41.55		
1.50 inch	\$83.08		
2.00 inch	\$132.95		
3.00 inch	\$290.82		
4.00 inch	\$498.55		
6.00 inch	\$1,038.63		
8.00 inch	\$1,495.62		
First 12,000 gallons of use per account		\$4.06	Per 1,000
Above 12,000 gallons of use per account		\$4.46	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$16.62		
First 12,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
1.00 inch	\$41.55		
First 30,000 gallons of use		\$4.06	
Above 30,000 gallons of use		\$4.46	
1.50 inch	\$83.08		
First 60,000 gallons of use		\$4.06	
Above 60,000 gallons of use		\$4.46	
2.00 inch	\$132.95		
First 96,000 gallons of use		\$4.06	
Above 96,000 gallons of use		\$4.46	
3.00 inch	\$290.82		
First 192,000 gallons of use		\$4.06	
Above 192,000 gallons of use		\$4.46	
4.00 inch	\$498.55		
First 300,000 gallons of use		\$4.06	
Above 300,000 gallons of use		\$4.46	
6.00 inch	\$1,038.63		
First 600,000 gallons of use		\$4.06	
Above 600,000 gallons of use		\$4.46	
8.00 inch	\$1,495.62		
First 960,000 gallons of use		\$4.06	
Above 960,000 gallons of use		\$4.46	

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$12.00	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$7.33	\$2.96	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$4.99	\$2.96	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$12.00	\$2.96	
1.00 inch	\$29.99	\$2.96	
1.50 inch	\$59.99	\$2.96	
2.00 inch	\$95.99	\$2.96	
3.00 inch	\$209.97	\$2.96	
4.00 inch	\$359.96	\$2.96	
6.00 inch	\$749.88	\$2.96	
8.00 inch	\$1,079.84	\$2.96	
10.00 inch	\$1,739.74	\$2.96	
12.00 inch	\$2,579.61	\$2.96	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$749.88	\$2.96	
8.00 inch wastewater meter	\$1,079.84	\$2.96	
10.00 inch wastewater meter	\$1,739.74	\$2.96	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$13.11	\$3.23	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$8.01	\$3.23	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$5.45	\$3.23	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$13.11	\$3.23	
1.00 inch	\$32.76	\$3.23	
1.50 inch	\$65.54	\$3.23	
2.00 inch	\$104.87	\$3.23	
3.00 inch	\$229.39	\$3.23	
4.00 inch	\$393.26	\$3.23	
6.00 inch	\$819.24	\$3.23	
8.00 inch	\$1,179.73	\$3.23	
10.00 inch	\$1,900.67	\$3.23	
12.00 inch	\$2,818.22	\$3.23	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$819.24	\$3.23	
8.00 inch wastewater meter	\$1,179.73	\$3.23	
10.00 inch wastewater meter	\$1,900.67	\$3.23	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$16.62		
First 6,000 gallons of use		\$2.94	
Next 6,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
Multiple-family dwelling:			
Per dwelling unit	\$10.14		
First 6,000 gallons of use		\$2.94	
Next 6,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
Community service account:			
Per dwelling unit	\$6.57		
First 6,000 gallons of use		\$2.94	
Next 6,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
"Irrigation only" service for single-family dwelling:	16.62		
First 12,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$16.62		
1.00 inch	\$41.55		
1.50 inch	\$83.08		
2.00 inch	\$132.95		
3.00 inch	\$290.82		
4.00 inch	\$498.55		
6.00 inch	\$1,038.63		
8.00 inch	\$1,495.62		
First 12,000 gallons of use per account		\$4.06	Per 1,000
Above 12,000 gallons of use per account		\$4.46	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$16.62		
First 12,000 gallons of use		\$4.06	
Above 12,000 gallons of use		\$4.46	
1.00 inch	\$41.55		
First 30,000 gallons of use		\$4.06	
Above 30,000 gallons of use		\$4.46	
1.50 inch	\$83.08		
First 60,000 gallons of use		\$4.06	
Above 60,000 gallons of use		\$4.46	
2.00 inch	\$132.95		
First 96,000 gallons of use		\$4.06	
Above 96,000 gallons of use		\$4.46	
3.00 inch	\$290.82		
First 192,000 gallons of use		\$4.06	
Above 192,000 gallons of use		\$4.46	
4.00 inch	\$498.55		
First 300,000 gallons of use		\$4.06	
Above 300,000 gallons of use		\$4.46	
6.00 inch	\$1,038.63		
First 600,000 gallons of use		\$4.06	
Above 600,000 gallons of use		\$4.46	
8.00 inch	\$1,495.62		
First 960,000 gallons of use		\$4.06	
Above 960,000 gallons of use		\$4.46	

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$17.49		
First 6,000 gallons of use		\$3.09	
Next 6,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
Multiple-family dwelling:			
Per dwelling unit	\$10.67		
First 6,000 gallons of use		\$3.09	
Next 6,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
Community service account:			
Per dwelling unit	\$6.91		
First 6,000 gallons of use		\$3.09	
Next 6,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
"Irrigation only" service for single-family dwelling:	\$17.49		
First 12,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$17.49		
1.00 inch	\$43.73		
1.50 inch	\$87.44		
2.00 inch	\$139.93		
3.00 inch	\$306.09		
4.00 inch	\$524.72		
6.00 inch	\$1,093.16		
8.00 inch	\$1,574.14		
First 12,000 gallons of use per account		\$4.27	Per 1,000
Above 12,000 gallons of use per account		\$4.69	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$17.49		
First 12,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
1.00 inch	\$43.73		
First 30,000 gallons of use		\$4.27	
Above 30,000 gallons of use		\$4.69	
1.50 inch	\$87.44		
First 60,000 gallons of use		\$4.27	
Above 60,000 gallons of use		\$4.69	
2.00 inch	\$139.93		
First 96,000 gallons of use		\$4.27	
Above 96,000 gallons of use		\$4.69	
3.00 inch	\$306.09		
First 192,000 gallons of use		\$4.27	
Above 192,000 gallons of use		\$4.69	
4.00 inch	\$524.72		
First 300,000 gallons of use		\$4.27	
Above 300,000 gallons of use		\$4.69	
6.00 inch	\$1,093.16		
First 600,000 gallons of use		\$4.27	
Above 600,000 gallons of use		\$4.69	
8.00 inch	\$1,574.14		
First 960,000 gallons of use		\$4.27	
Above 960,000 gallons of use		\$4.69	

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$13.11	\$3.23	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$8.01	\$3.23	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$5.43	\$3.23	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$13.11	\$3.23	
1.00 inch	\$32.76	\$3.23	
1.50 inch	\$65.54	\$3.23	
2.00 inch	\$104.87	\$3.23	
3.00 inch	\$229.39	\$3.23	
4.00 inch	\$393.26	\$3.23	
6.00 inch	\$819.24	\$3.23	
8.00 inch	\$1,179.73	\$3.23	
10.00 inch	\$1,900.67	\$3.23	
12.00 inch	\$2,818.22	\$3.23	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$819.24	\$3.23	
8.00 inch wastewater meter	\$1,179.73	\$3.23	
10.00 inch wastewater meter	\$1,900.67	\$3.23	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$14.32	\$3.53	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$8.75	\$3.53	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$5.95	\$3.53	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$14.32	\$3.53	
1.00 inch	\$35.79	\$3.53	
1.50 inch	\$71.60	\$3.53	
2.00 inch	\$114.57	\$3.53	
3.00 inch	\$250.61	\$3.53	
4.00 inch	\$429.64	\$3.53	
6.00 inch	\$895.02	\$3.53	
8.00 inch	\$1,288.86	\$3.53	
10.00 inch	\$2,076.48	\$3.53	
12.00 inch	\$3,078.91	\$3.53	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$895.02	\$3.53	
8.00 inch wastewater meter	\$1,288.86	\$3.53	
10.00 inch wastewater meter	\$2,076.48	\$3.53	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$17.49		
First 6,000 gallons of use		\$3.09	
Next 6,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
Multiple-family dwelling:			
Per dwelling unit	\$10.67		
First 6,000 gallons of use		\$3.09	
Next 6,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
Community service account:			
Per dwelling unit	\$6.91		
First 6,000 gallons of use		\$3.09	
Next 6,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
"Irrigation only" service for single-family dwelling:	17.49		
First 12,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$17.49		
1.00 inch	\$43.73		
1.50 inch	\$87.44		
2.00 inch	\$139.93		
3.00 inch	\$306.09		
4.00 inch	\$524.72		
6.00 inch	\$1,093.16		
8.00 inch	\$1,574.14		
First 12,000 gallons of use per account		\$4.27	Per 1,000
Above 12,000 gallons of use per account		\$4.69	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$17.49		
First 12,000 gallons of use		\$4.27	
Above 12,000 gallons of use		\$4.69	
1.00 inch	\$43.73		
First 30,000 gallons of use		\$4.27	
Above 30,000 gallons of use		\$4.69	
1.50 inch	\$87.44		
First 60,000 gallons of use		\$4.27	
Above 60,000 gallons of use		\$4.69	
2.00 inch	\$139.93		
First 96,000 gallons of use		\$4.27	
Above 96,000 gallons of use		\$4.69	
3.00 inch	\$306.09		
First 192,000 gallons of use		\$4.27	
Above 192,000 gallons of use		\$4.69	
4.00 inch	\$524.72		
First 300,000 gallons of use		\$4.27	
Above 300,000 gallons of use		\$4.69	
6.00 inch	\$1,093.16		
First 600,000 gallons of use		\$4.27	
Above 600,000 gallons of use		\$4.69	
8.00 inch	\$1,574.14		
First 960,000 gallons of use		\$4.27	
Above 960,000 gallons of use		\$4.69	

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$18.41		
First 6,000 gallons of use		\$3.25	
Next 6,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
Multiple-family dwelling:			
Per dwelling unit	\$11.23		
First 6,000 gallons of use		\$3.25	
Next 6,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
Community service account:			
Per dwelling unit	\$7.27		
First 6,000 gallons of use		\$3.25	
Next 6,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
"Irrigation only" service for single-family dwelling:	\$18.41		
First 12,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$18.41		
1.00 inch	\$46.03		
1.50 inch	\$92.03		
2.00 inch	\$147.28		
3.00 inch	\$322.16		
4.00 inch	\$552.27		
6.00 inch	\$1,150.55		
8.00 inch	\$1,656.78		
First 12,000 gallons of use per account		\$4.49	Per 1,000
Above 12,000 gallons of use per account		\$4.94	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$18.41		
First 12,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
1.00 inch	\$46.03		
First 30,000 gallons of use		\$4.49	
Above 30,000 gallons of use		\$4.94	
1.50 inch	\$92.03		
First 60,000 gallons of use		\$4.49	
Above 60,000 gallons of use		\$4.94	
2.00 inch	\$147.28		
First 96,000 gallons of use		\$4.49	
Above 96,000 gallons of use		\$4.94	
3.00 inch	\$322.16		
First 192,000 gallons of use		\$4.49	
Above 192,000 gallons of use		\$4.94	
4.00 inch	\$552.27		
First 300,000 gallons of use		\$4.49	
Above 300,000 gallons of use		\$4.94	
6.00 inch	\$1,150.55		
First 600,000 gallons of use		\$4.49	
Above 600,000 gallons of use		\$4.94	
8.00 inch	\$1,656.78		
First 960,000 gallons of use		\$4.49	
Above 960,000 gallons of use		\$4.94	

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$14.32	\$3.53	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$8.75	\$3.53	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$5.95	\$3.53	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$14.32	\$3.53	
1.00 inch	\$35.79	\$3.53	
1.50 inch	\$71.60	\$3.53	
2.00 inch	\$114.57	\$3.53	
3.00 inch	\$250.61	\$3.53	
4.00 inch	\$429.64	\$3.53	
6.00 inch	\$895.02	\$3.53	
8.00 inch	\$1,288.86	\$3.53	
10.00 inch	\$2,076.48	\$3.53	
12.00 inch	\$3,078.91	\$3.53	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$895.02	\$3.53	
8.00 inch wastewater meter	\$1,288.86	\$3.53	
10.00 inch wastewater meter	\$2,076.48	\$3.53	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$15.64	\$3.86	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$9.56	\$3.86	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$6.50	\$3.86	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$15.64	\$3.86	
1.00 inch	\$39.10	\$3.86	
1.50 inch	\$78.22	\$3.86	
2.00 inch	\$125.17	\$3.86	
3.00 inch	\$273.79	\$3.86	
4.00 inch	\$469.38	\$3.86	
6.00 inch	\$977.81	\$3.86	
8.00 inch	\$1,408.08	\$3.86	
10.00 inch	\$2,268.55	\$3.86	
12.00 inch	\$3,363.71	\$3.86	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$977.81	\$3.86	
8.00 inch wastewater meter	\$1,408.08	\$3.86	
10.00 inch wastewater meter	\$2,268.55	\$3.86	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$18.41		
First 6,000 gallons of use		\$3.25	
Next 6,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
Multiple-family dwelling:			
Per dwelling unit	\$11.23		
First 6,000 gallons of use		\$3.25	
Next 6,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
Community service account:			
Per dwelling unit	\$7.27		
First 6,000 gallons of use		\$3.25	
Next 6,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
"Irrigation only" service for single-family dwelling:	18.41		
First 12,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$18.41		
1.00 inch	\$46.03		
1.50 inch	\$92.03		
2.00 inch	\$147.28		
3.00 inch	\$322.16		
4.00 inch	\$552.27		
6.00 inch	\$1,150.55		
8.00 inch	\$1,656.78		
First 12,000 gallons of use per account		\$4.49	Per 1,000
Above 12,000 gallons of use per account		\$4.94	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$18.41		
First 12,000 gallons of use		\$4.49	
Above 12,000 gallons of use		\$4.94	
1.00 inch	\$46.03		
First 30,000 gallons of use		\$4.49	
Above 30,000 gallons of use		\$4.94	
1.50 inch	\$92.03		
First 60,000 gallons of use		\$4.49	
Above 60,000 gallons of use		\$4.94	
2.00 inch	\$147.28		
First 96,000 gallons of use		\$4.49	
Above 96,000 gallons of use		\$4.94	
3.00 inch	\$322.16		
First 192,000 gallons of use		\$4.49	
Above 192,000 gallons of use		\$4.94	
4.00 inch	\$552.27		
First 300,000 gallons of use		\$4.49	
Above 300,000 gallons of use		\$4.94	
6.00 inch	\$1,150.55		
First 600,000 gallons of use		\$4.49	
Above 600,000 gallons of use		\$4.94	
8.00 inch	\$1,656.78		
First 960,000 gallons of use		\$4.49	
Above 960,000 gallons of use		\$4.94	

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$19.38		
First 6,000 gallons of use		\$3.42	
Next 6,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
Multiple-family dwelling:			
Per dwelling unit	\$11.82		
First 6,000 gallons of use		\$3.42	
Next 6,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
Community service account:			
Per dwelling unit	\$7.65		
First 6,000 gallons of use		\$3.42	
Next 6,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
"Irrigation only" service for single-family dwelling:	\$19.38		
First 12,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$19.38		
1.00 inch	\$48.45		
1.50 inch	\$96.86		
2.00 inch	\$155.01		
3.00 inch	\$339.07		
4.00 inch	\$581.26		
6.00 inch	\$1,210.95		
8.00 inch	\$1,743.76		
First 12,000 gallons of use per account		\$4.73	Per 1,000
Above 12,000 gallons of use per account		\$5.20	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$19.38		
First 12,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
1.00 inch	\$48.45		
First 30,000 gallons of use		\$4.73	
Above 30,000 gallons of use		\$5.20	
1.50 inch	\$96.86		
First 60,000 gallons of use		\$4.73	
Above 60,000 gallons of use		\$5.20	
2.00 inch	\$155.01		
First 96,000 gallons of use		\$4.73	
Above 96,000 gallons of use		\$5.20	
3.00 inch	\$339.07		
First 192,000 gallons of use		\$4.73	
Above 192,000 gallons of use		\$5.20	
4.00 inch	\$581.26		
First 300,000 gallons of use		\$4.73	
Above 300,000 gallons of use		\$5.20	
6.00 inch	\$1,210.95		
First 600,000 gallons of use		\$4.73	
Above 600,000 gallons of use		\$5.20	
8.00 inch	\$1,743.76		
First 960,000 gallons of use		\$4.73	
Above 960,000 gallons of use		\$5.20	

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$15.64	\$3.86	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$9.56	\$3.86	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$6.50	\$3.86	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$15.64	\$3.86	
1.00 inch	\$39.10	\$3.86	
1.50 inch	\$78.22	\$3.86	
2.00 inch	\$125.17	\$3.86	
3.00 inch	\$273.79	\$3.86	
4.00 inch	\$469.38	\$3.86	
6.00 inch	\$977.81	\$3.86	
8.00 inch	\$1,408.08	\$3.86	
10.00 inch	\$2,268.55	\$3.86	
12.00 inch	\$3,363.71	\$3.86	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$977.81	\$3.86	
8.00 inch wastewater meter	\$1,408.08	\$3.86	
10.00 inch wastewater meter	\$2,268.55	\$3.86	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$17.09	\$4.22	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$10.44	\$4.22	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$7.10	\$4.22	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$17.09	\$4.22	
1.00 inch	\$42.72	\$4.22	
1.50 inch	\$85.46	\$4.22	
2.00 inch	\$136.75	\$4.22	
3.00 inch	\$299.12	\$4.22	
4.00 inch	\$512.80	\$4.22	
6.00 inch	\$1,068.26	\$4.22	
8.00 inch	\$1,538.33	\$4.22	
10.00 inch	\$2,478.39	\$4.22	
12.00 inch	\$3,674.85	\$4.22	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$1,068.26	\$4.22	
8.00 inch wastewater meter	\$1,538.33	\$4.22	
10.00 inch wastewater meter	\$2,478.39	\$4.22	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$19.38		
First 6,000 gallons of use		\$3.42	
Next 6,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
Multiple-family dwelling:			
Per dwelling unit	\$11.82		
First 6,000 gallons of use		\$3.42	
Next 6,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
Community service account:			
Per dwelling unit	\$7.65		
First 6,000 gallons of use		\$3.42	
Next 6,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
"Irrigation only" service for single-family dwelling:	19.38		
First 12,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$19.38		
1.00 inch	\$48.45		
1.50 inch	\$96.86		
2.00 inch	\$155.01		
3.00 inch	\$339.07		
4.00 inch	\$581.26		
6.00 inch	\$1,210.95		
8.00 inch	\$1,743.76		
First 12,000 gallons of use per account		\$4.73	Per 1,000
Above 12,000 gallons of use per account		\$5.20	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$19.38		
First 12,000 gallons of use		\$4.73	
Above 12,000 gallons of use		\$5.20	
1.00 inch	\$48.45		
First 30,000 gallons of use		\$4.73	
Above 30,000 gallons of use		\$5.20	
1.50 inch	\$96.86		
First 60,000 gallons of use		\$4.73	
Above 60,000 gallons of use		\$5.20	
2.00 inch	\$155.01		
First 96,000 gallons of use		\$4.73	
Above 96,000 gallons of use		\$5.20	
3.00 inch	\$339.07		
First 192,000 gallons of use		\$4.73	
Above 192,000 gallons of use		\$5.20	
4.00 inch	\$581.26		
First 300,000 gallons of use		\$4.73	
Above 300,000 gallons of use		\$5.20	
6.00 inch	\$1,210.95		
First 600,000 gallons of use		\$4.73	
Above 600,000 gallons of use		\$5.20	
8.00 inch	\$1,743.76		
First 960,000 gallons of use		\$4.73	
Above 960,000 gallons of use		\$5.20	

5.25%

	Base Monthly Charge	Per 1,000 Gallon Consumption Charge	
Single-family dwelling:			
Per dwelling unit	\$20.40		
First 6,000 gallons of use		\$3.60	
Next 6,000 gallons of use		\$4.98	
Above 12,000 gallons of use		\$5.47	
Multiple-family dwelling:			
Per dwelling unit	\$12.44		
First 6,000 gallons of use		\$3.60	
Next 6,000 gallons of use		\$4.98	
Above 12,000 gallons of use		\$5.47	
Community service account:			
Per dwelling unit	\$8.05		
First 6,000 gallons of use		\$3.60	
Next 6,000 gallons of use		\$4.98	
Above 12,000 gallons of use		\$5.47	
"Irrigation only" service for single-family dwelling:	\$20.40		
First 12,000 gallons of use		\$4.98	
Above 12,000 gallons of use		\$5.47	
"Irrigation only for other than single-family dwelling" accounts:			
Water meter size			
0.75 inch	\$20.40		
1.00 inch	\$50.99		
1.50 inch	\$101.95		
2.00 inch	\$163.15		
3.00 inch	\$356.87		
4.00 inch	\$611.78		
6.00 inch	\$1,274.52		
8.00 inch	\$1,835.31		
First 12,000 gallons of use per account		\$4.98	Per 1,000
Above 12,000 gallons of use per account		\$5.47	Gallon Consumption Charge
General service accounts:			
Water meter size			
0.75 inch	\$20.40		
First 12,000 gallons of use		\$4.98	
Above 12,000 gallons of use		\$5.47	
1.00 inch	\$50.99		
First 30,000 gallons of use		\$4.98	
Above 30,000 gallons of use		\$5.47	
1.50 inch	\$101.95		
First 60,000 gallons of use		\$4.98	
Above 60,000 gallons of use		\$5.47	
2.00 inch	\$163.15		
First 96,000 gallons of use		\$4.98	
Above 96,000 gallons of use		\$5.47	
3.00 inch	\$356.87		
First 192,000 gallons of use		\$4.98	
Above 192,000 gallons of use		\$5.47	
4.00 inch	\$611.78		
First 300,000 gallons of use		\$4.98	
Above 300,000 gallons of use		\$5.47	
6.00 inch	\$1,274.52		
First 600,000 gallons of use		\$4.98	
Above 600,000 gallons of use		\$5.47	
8.00 inch	\$1,835.31		
First 960,000 gallons of use		\$4.98	
Above 960,000 gallons of use		\$5.47	

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$17.09	\$4.22	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$10.44	\$4.22	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$7.10	\$4.22	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$17.09	\$4.22	
1.00 inch	\$42.72	\$4.22	
1.50 inch	\$85.46	\$4.22	
2.00 inch	\$136.75	\$4.22	
3.00 inch	\$299.12	\$4.22	
4.00 inch	\$512.80	\$4.22	
6.00 inch	\$1,068.26	\$4.22	
8.00 inch	\$1,538.33	\$4.22	
10.00 inch	\$2,478.39	\$4.22	
12.00 inch	\$3,674.85	\$4.22	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$1,068.26	\$4.22	
8.00 inch wastewater meter	\$1,538.33	\$4.22	
10.00 inch wastewater meter	\$2,478.39	\$4.22	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			

9.25%

	Base Monthly Charge	Per 1,000 Gallon Monthly Disposal Charge	
Single-family dwelling:			
Per dwelling unit	\$18.67	\$4.61	
No wastewater disposal charge shall be imposed on water usage above 12,000 gallons per month per single-family dwelling.			
Multiple-family dwelling:			
Per dwelling unit	\$11.41	\$4.61	Per 1,000 Gallon Monthly Disposal Charge
No wastewater disposal charge shall be imposed on water usage above 9,000 gallons per month per multiple-family dwelling unit.			
Community service account:			
Per dwelling unit	\$7.76	\$4.61	
No wastewater disposal charge shall be imposed on water usage above 7,200 gallons per month per dwelling unit.			
General service account:			
Water meter size			
0.75 inch	\$18.67	\$4.61	
1.00 inch	\$46.67	\$4.61	
1.50 inch	\$93.37	\$4.61	
2.00 inch	\$149.40	\$4.61	
3.00 inch	\$326.79	\$4.61	
4.00 inch	\$560.23	\$4.61	
6.00 inch	\$1,167.07	\$4.61	
8.00 inch	\$1,680.63	\$4.61	
10.00 inch	\$2,707.64	\$4.61	
12.00 inch	\$4,014.77	\$4.61	
General service account using a wastewater meter:			
6.00 inch wastewater meter	\$1,167.07	\$4.61	
8.00 inch wastewater meter	\$1,680.63	\$4.61	
10.00 inch wastewater meter	\$2,707.64	\$4.61	
The wastewater effluent charge shall be imposed on 100 percent of the total effluent per wastewater meter per month.			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1615

Agenda Date: 12/6/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing the solid waste fund rate schedule for fiscal years 2022 through 2027; 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: Estimated to generate revenues sufficient to support the solid waste fund and associated collection programs

Account Name: Multiple accounts

Account Number: Multiple accounts

Background/History

Prior to 2008, the solid waste fund had rates that were adjusted at approximately 2-3% annually. A rate increase of 4% occurred in 2008, which was the last time rates were increased fund wide. In 2015, in large part due to cost reductions in disposal expenses, residential rates were reduced by approximately 9% and a one-month credit was also provided to residents at that time.

Program costs such as disposal, equipment purchases, personnel, fuel and other major fund expenses have escalated annually and have more recently increased significantly in this current hyperinflationary environment.

In light of the above, the City hired a consultant to conduct a rate sufficiency study initially in 2019 and re-engaged in 2022 to conduct the study to ensure the solid waste fund rates were sufficient to fund ongoing operations and expenses.

Current Activity

The rate sufficiency study was recently completed and the results were presented during a public workshop held on October 27, 2022. During that workshop, the consultant informed us that the current rates were insufficient to support current operations and recommended the adoption of the attached five-year solid waste fund rate schedule.

Additionally, the city's recent Annual Comprehensive Financial Report (ACFR) identified a finding as it pertains to an ongoing solid waste fund deficit. To address the fund deficit, the finding recommended that the city review its rates to ensure those rates are sufficient. Finally, an external operational audit that was recently concluded provided a preliminary audit finding in August of 2022

that indicated that the city should continue to obtain a rate study and adjust rates as necessary to resolve the funds deficit.

At the October 27, 2022 Workshop, a preliminary five-year rate structure was proposed that would allow for rate sufficiency in the fund, as well as establish a working capital target. While alternatives were discussed, there was no consensus to consider service level adjustments or outsourcing components of the service, but there was a request to consider the use of some General Fund Reserves.

Recommendation

It is recommended that the Commission adopt the attached FY 23 - FY 27 Solid Waste Fund Rate Schedule. The study recommended that these rates become effective in October 2022 in order to support ongoing fund expenses.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ESTABLISHING THE SOLID WASTE
FUND RATE SCHEUDLE FOR FISCAL YEARS 2022 THROUGH 2027;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

WHEREAS, Section 58.5 of the City’s Code of Ordinances sets forth that the City Commission shall consider and establish fees for the collection and disposal of refuse and recyclable materials by resolution; and

WHEREAS, solid waste rates have not been increased since 2008; and

WHEREAS, in 2015 due to the cost reductions in disposal expenses, residential rates were reduced approximately 9% and a one-month credit was also provided to residents; and

WHEREAS, program costs for disposal, equipment, purchases, personnel, fuel and other major fund expenses have escalated annually and have more recently increased significantly in this current hyperinflationary environment; and

WHEREAS, City staff retained a consultant to conduct a rate sufficiency study to ensure that solid waste rate fund rates were sufficient to fund ongoing operations and expenses; and

WHEREAS, the City’ recent Comprehensive Financial Annual Report identified a finding that indicated ongoing solid waste fund deficit and recommended that the City review its rates for sufficiency; and

WHEREAS, on October 27, 2022, the City Commission held a workshop relating to the City’s enterprise funds, and the consultant presented the findings of the study that substantiated that the City’s current rates were insufficient to support current operations and recommended adoption of the five-year solid waste fund rate scheduled attached as Exhibit “A”; and

WHEREAS, after review of the proposed five-year solid waste fund rate schedule for Fiscal Years 2022 through 2027, the City Commission finds that it is in the best interest of the City to adopt said schedule.

**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 five-year solid waste fund rate schedule for Fiscal Years 2022 through 2027 as more specifically set forth in the attached Exhibit “A.”

Section 3. The appropriate City officials are authorized to do all things necessary and expedient 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

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Residential Rate Adjustments	N/A	0.00%	13.50%	6.00%	6.00%	6.00%	6.00%
<u>Automated Cart</u>							
Single Family (1 Cart)	\$22.34	\$22.34	\$25.36	\$26.88	\$28.49	\$30.20	\$32.01
Single Family (2 Carts)	36.34	36.34	41.25	43.73	46.35	49.13	52.08
Multi Family (1 Cart)	22.34	22.34	25.36	26.88	28.49	30.20	32.01
Cart Exchange Fee (per Cart)	25.00	25.00	28.38	30.08	31.88	33.79	35.82
New Cart Fee (per Cart)	50.00	50.00	56.75	60.16	63.77	67.60	71.66
Return Fee (per Cart)	15.00	15.00	17.03	18.05	19.13	20.28	21.50

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Residential Rate Adjustments	N/A	0.00%	13.50%	6.00%	6.00%	6.00%	6.00%
<u>Multi Family Container</u>							
One (1) 1yd 1x per week	\$48.07	\$48.07	\$54.56	\$57.83	\$61.30	\$64.98	\$68.88
One (1) 1yd 2x per week	96.15	96.15	109.13	115.68	122.62	129.98	137.78
One (1) 1yd 3x per week	144.21	144.21	163.68	173.50	183.91	194.94	206.64
One (1) 1yd 4x per week	192.28	192.28	218.24	231.33	245.21	259.92	275.52
One (1) 1yd 5x per week	240.36	240.36	272.81	289.18	306.53	324.92	344.42
One (1) 1yd 6x per week	288.42	288.42	327.36	347.00	367.82	389.89	413.28
One (1) 2yd 1x per week	82.40	82.40	93.52	99.13	105.08	111.38	118.06
One (1) 2yd 2x per week	164.41	164.41	186.61	197.81	209.68	222.26	235.60
One (1) 2yd 3x per week	247.21	247.21	280.58	297.41	315.25	334.17	354.22
One (1) 2yd 4x per week	329.62	329.62	374.12	396.57	420.36	445.58	472.31
One (1) 2yd 5x per week	412.01	412.01	467.63	495.69	525.43	556.96	590.38
One (1) 2yd 6x per week	494.44	494.44	561.19	594.86	630.55	668.38	708.48
One (1) 3yd 1x per week	103.01	103.01	116.92	123.94	131.38	139.26	147.62
One (1) 3yd 2x per week	206.01	206.01	233.82	247.85	262.72	278.48	295.19
One (1) 3yd 3x per week	309.01	309.01	350.73	371.77	394.08	417.72	442.78
One (1) 3yd 4x per week	412.00	412.00	467.62	495.68	525.42	556.95	590.37
One (1) 3yd 5x per week	515.03	515.03	584.56	619.63	656.81	696.22	737.99
One (1) 3yd 6x per week	618.02	618.02	701.45	743.54	788.15	835.44	885.57
One (1) 4yd 1x per week	137.33	137.33	155.87	165.22	175.13	185.64	196.78
One (1) 4yd 2x per week	274.67	274.67	311.75	330.46	350.29	371.31	393.59
One (1) 4yd 3x per week	411.99	411.99	467.61	495.67	525.41	556.93	590.35
One (1) 4yd 4x per week	549.34	549.34	623.50	660.91	700.56	742.59	787.15
One (1) 4yd 5x per week	686.68	686.68	779.38	826.14	875.71	928.25	983.95
One (1) 4yd 6x per week	824.01	824.01	935.25	991.37	1,050.85	1,113.90	1,180.73
One (1) 6yd 1x per week	201.90	201.90	229.16	242.91	257.48	272.93	289.31
One (1) 6yd 2x per week	403.77	403.77	458.28	485.78	514.93	545.83	578.58
One (1) 6yd 3x per week	605.68	605.68	687.45	728.70	772.42	818.77	867.90
One (1) 6yd 4x per week	807.68	807.68	916.72	971.72	1,030.02	1,091.82	1,157.33
One (1) 6yd 5x per week	1,009.45	1,009.45	1,145.73	1,214.47	1,287.34	1,364.58	1,446.45
One (1) 6yd 6x per week	1,211.34	1,211.34	1,374.87	1,457.36	1,544.80	1,637.49	1,735.74
One (1) 8yd 1x per week	219.74	219.74	249.40	264.36	280.22	297.03	314.85
One (1) 8yd 2x per week	439.46	439.46	498.79	528.72	560.44	594.07	629.71
One (1) 8yd 3x per week	659.22	659.22	748.21	793.10	840.69	891.13	944.60
One (1) 8yd 4x per week	878.95	878.95	997.61	1,057.47	1,120.92	1,188.18	1,259.47
One (1) 8yd 5x per week	1,098.68	1,098.68	1,247.00	1,321.82	1,401.13	1,485.20	1,574.31
One (1) 8yd 6x per week	1,318.43	1,318.43	1,496.42	1,586.21	1,681.38	1,782.26	1,889.20
Casters 1x per week	5.60	5.60	6.36	6.74	7.14	7.57	8.02
Casters 2x per week	11.20	11.20	12.71	13.47	14.28	15.14	16.05
Casters 3x per week	16.80	16.80	19.07	20.21	21.42	22.71	24.07
Casters 4x per week	22.40	22.40	25.42	26.95	28.57	30.28	32.10
Casters 5x per week	28.00	28.00	31.78	33.69	35.71	37.85	40.12
Casters 6x per week	33.60	33.60	38.14	40.43	42.86	45.43	48.16
Extra Pickup 1YD	48.07	48.07	54.56	57.83	61.30	64.98	68.88
Extra Pickup 2YD	82.40	82.40	93.52	99.13	105.08	111.38	118.06
Extra Pickup 3YD	103.01	103.01	116.92	123.94	131.38	139.26	147.62
Extra Pickup 4YD	137.33	137.33	155.87	165.22	175.13	185.64	196.78
Extra Pickup 6YD	201.90	201.90	229.16	242.91	257.48	272.93	289.31
Extra Pickup 8YD	219.74	219.74	249.40	264.36	280.22	297.03	314.85
Minimum Container Rate	50.00	50.00	56.75	60.16	63.77	67.60	71.66
Return fee for block, inaccessible or requested	50.00	50.00	56.75	60.16	63.77	67.60	71.66

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Residential Rate Adjustments	N/A	0.00%	13.50%	6.00%	6.00%	6.00%	6.00%
<u>Multi Family Compactor</u>							
One (1) 2yd 1x per week	\$180.54	\$180.54	\$204.91	\$217.20	\$230.23	\$244.04	\$258.68
One (1) 2yd 2x per week	361.06	361.06	409.80	434.39	460.45	488.08	517.36
One (1) 2yd 3x per week	541.61	541.61	614.73	651.61	690.71	732.15	776.08
One (1) 2yd 4x per week	722.14	722.14	819.63	868.81	920.94	976.20	1,034.77
One (1) 2yd 5x per week	902.67	902.67	1,024.53	1,086.00	1,151.16	1,220.23	1,293.44
One (1) 3yd 1x per week	239.49	239.49	271.82	288.13	305.42	323.75	343.18
One (1) 3yd 2x per week	478.98	478.98	543.64	576.26	610.84	647.49	686.34
One (1) 3yd 3x per week	718.46	718.46	815.45	864.38	916.24	971.21	1,029.48
One (1) 3yd 4x per week	957.95	957.95	1,087.27	1,152.51	1,221.66	1,294.96	1,372.66
One (1) 3yd 5x per week	1,197.45	1,197.45	1,359.11	1,440.66	1,527.10	1,618.73	1,715.85
One (1) 4yd 1x per week	286.16	286.16	324.79	344.28	364.94	386.84	410.05
One (1) 4yd 2x per week	572.33	572.33	649.59	688.57	729.88	773.67	820.09
One (1) 4yd 3x per week	858.49	858.49	974.39	1,032.85	1,094.82	1,160.51	1,230.14
One (1) 4yd 4x per week	1,144.66	1,144.66	1,299.19	1,377.14	1,459.77	1,547.36	1,640.20
One (1) 4yd 5x per week	1,430.83	1,430.83	1,623.99	1,721.43	1,824.72	1,934.20	2,050.25
One (1) 5yd 1x per week	378.27	378.27	429.34	455.10	482.41	511.35	542.03
One (1) 5yd 2x per week	756.54	756.54	858.67	910.19	964.80	1,022.69	1,084.05
One (1) 5yd 3x per week	1,134.80	1,134.80	1,288.00	1,365.28	1,447.20	1,534.03	1,626.07
One (1) 5yd 4x per week	1,513.07	1,513.07	1,717.33	1,820.37	1,929.59	2,045.37	2,168.09
One (1) 5yd 5x per week	1,891.34	1,891.34	2,146.67	2,275.47	2,412.00	2,556.72	2,710.12
One (1) 6yd 1x per week	408.98	408.98	464.19	492.04	521.56	552.85	586.02
One (1) 6yd 2x per week	817.97	817.97	928.40	984.10	1,043.15	1,105.74	1,172.08
One (1) 6yd 3x per week	1,226.95	1,226.95	1,392.59	1,476.15	1,564.72	1,658.60	1,758.12
One (1) 6yd 4x per week	1,635.93	1,635.93	1,856.78	1,968.19	2,086.28	2,211.46	2,344.15
One (1) 6yd 5x per week	2,044.92	2,044.92	2,320.98	2,460.24	2,607.85	2,764.32	2,930.18
Extra Pickup 2YD	180.54	180.54	204.91	217.20	230.23	244.04	258.68
Extra Pickup 3YD	239.49	239.49	271.82	288.13	305.42	323.75	343.18
Extra Pickup 4YD	286.19	286.19	324.83	344.32	364.98	386.88	410.09
Extra Pickup 5YD	378.27	378.27	429.34	455.10	482.41	511.35	542.03
Extra Pickup 6YD	408.98	408.98	464.19	492.04	521.56	552.85	586.02
Return Fee for block or inaccessible or requested	50.00	50.00	56.75	60.16	63.77	67.60	71.66

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Single Stream Rate Adjustments	N/A	0.00%	100.00%	4.00%	4.00%	4.00%	4.00%
<u>Commerical Recycle</u>							
One (1) 2yd 1x per week	\$45.00	\$45.00	\$90.00	\$93.60	\$97.34	\$101.23	\$105.28
One (1) 2yd 2x per week	90.00	90.00	180.00	187.20	194.69	202.48	210.58
One (1) 2yd 3x per week	135.00	135.00	270.00	280.80	292.03	303.71	315.86
One (1) 2yd 4x per week	180.00	180.00	360.00	374.40	389.38	404.96	421.16
One (1) 2yd 5x per week	225.00	225.00	450.00	468.00	486.72	506.19	526.44
One (1) 2yd 6x per week	270.00	270.00	540.00	561.60	584.06	607.42	631.72
One (1) 2yd 7x per week	315.00	315.00	630.00	655.20	681.41	708.67	737.02
One (1) 3yd 1x per week	55.00	55.00	110.00	114.40	118.98	123.74	128.69
One (1) 3yd 2x per week	110.00	110.00	220.00	228.80	237.95	247.47	257.37
One (1) 3yd 3x per week	165.00	165.00	330.00	343.20	356.93	371.21	386.06
One (1) 3yd 4x per week	220.00	220.00	440.00	457.60	475.90	494.94	514.74
One (1) 3yd 5x per week	275.00	275.00	550.00	572.00	594.88	618.68	643.43
One (1) 3yd 6x per week	330.00	330.00	660.00	686.40	713.86	742.41	772.11
One (1) 3yd 7x per week	385.00	385.00	770.00	800.80	832.83	866.14	900.79
One (1) 4yd 1x per week	65.00	65.00	130.00	135.20	140.61	146.23	152.08
One (1) 4yd 2x per week	130.00	130.00	260.00	270.40	281.22	292.47	304.17
One (1) 4yd 3x per week	195.00	195.00	390.00	405.60	421.82	438.69	456.24
One (1) 4yd 4x per week	260.00	260.00	520.00	540.80	562.43	584.93	608.33
One (1) 4yd 5x per week	325.00	325.00	650.00	676.00	703.04	731.16	760.41
One (1) 4yd 6x per week	390.00	390.00	780.00	811.20	843.65	877.40	912.50
One (1) 4yd 7x per week	455.00	455.00	910.00	946.40	984.26	1,023.63	1,064.58
One (1) 6yd 1x per week	75.00	75.00	150.00	156.00	162.24	168.73	175.48
One (1) 6yd 2x per week	150.00	150.00	300.00	312.00	324.48	337.46	350.96
One (1) 6yd 3x per week	225.00	225.00	450.00	468.00	486.72	506.19	526.44
One (1) 6yd 4x per week	300.00	300.00	600.00	624.00	648.96	674.92	701.92
One (1) 6yd 5x per week	375.00	375.00	750.00	780.00	811.20	843.65	877.40
One (1) 6yd 6x per week	450.00	450.00	900.00	936.00	973.44	1,012.38	1,052.88
One (1) 6yd 7x per week	525.00	525.00	1,050.00	1,092.00	1,135.68	1,181.11	1,228.35
One (1) 8yd 1x per week	85.00	85.00	170.00	176.80	183.87	191.22	198.87
One (1) 8yd 2x per week	170.00	170.00	340.00	353.60	367.74	382.45	397.75
One (1) 8yd 3x per week	255.00	255.00	510.00	530.40	551.62	573.68	596.63
One (1) 8yd 4x per week	340.00	340.00	680.00	707.20	735.49	764.91	795.51
One (1) 8yd 5x per week	425.00	425.00	850.00	884.00	919.36	956.13	994.38
One (1) 8yd 6x per week	510.00	510.00	1,020.00	1,060.80	1,103.23	1,147.36	1,193.25
One (1) 8yd 7x per week	595.00	595.00	1,190.00	1,237.60	1,287.10	1,338.58	1,392.12
Casters 1x per week	11.63	11.63	23.26	24.19	25.16	26.17	27.22
Casters 2x per week	23.26	23.26	46.52	48.38	50.32	52.33	54.42
Casters 3x per week	34.89	34.89	69.78	72.57	75.47	78.49	81.63
Casters 4x per week	46.52	46.52	93.04	96.76	100.63	104.66	108.85
Casters 5x per week	58.15	58.15	116.30	120.95	125.79	130.82	136.05
Casters 6x per week	69.78	69.78	139.56	145.14	150.95	156.99	163.27
Casters 7x per week	81.41	81.41	162.82	169.33	176.10	183.14	190.47
Extra Pickup	45.00	45.00	90.00	93.60	97.34	101.23	105.28
Return Fee for block or inaccessible or requested	50.00	50.00	100.00	104.00	108.16	112.49	116.99

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Commercial Rate Adjustments	N/A	0.00%	44.50%	4.00%	4.00%	4.00%	4.00%
<u>Automated Cart</u>							
General Service/Commercial (1 Cart)	\$50.00	\$50.00	\$72.25	\$75.14	\$78.15	\$81.28	\$84.53
General Service/Commercial (2 Carts)	75.00	75.00	108.38	112.72	117.23	121.92	126.80
General Service/Commercial (3 Carts)	100.00	100.00	144.50	150.28	156.29	162.54	169.04
Each additional cart over 3	50.00	50.00	72.25	75.14	78.15	81.28	84.53
Cart/Size Exchange Fee (per Cart)	25.00	25.00	36.13	37.58	39.08	40.64	42.27
New Cart Fee (per Cart)	50.00	50.00	72.25	75.14	78.15	81.28	84.53
Return Fee (per Cart)	15.00	15.00	21.68	22.55	23.45	24.39	25.37

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Commercial Rate Adjustments	N/A	0.00%	44.50%	4.00%	4.00%	4.00%	4.00%
<u>Commercial Container</u>							
One (1) 1yd 1x per week	\$79.88	\$79.88	\$115.43	\$120.05	\$124.85	\$129.84	\$135.03
One (1) 1yd 2x per week	159.74	159.74	230.82	240.05	249.65	259.64	270.03
One (1) 1yd 3x per week	239.58	239.58	346.19	360.04	374.44	389.42	405.00
One (1) 1yd 4x per week	319.44	319.44	461.59	480.05	499.25	519.22	539.99
One (1) 1yd 5x per week	399.31	399.31	577.00	600.08	624.08	649.04	675.00
One (1) 1yd 6x per week	479.17	479.17	692.40	720.10	748.90	778.86	810.01
One (1) 1yd 7x per week	559.05	559.05	807.83	840.14	873.75	908.70	945.05
One (1) 2yd 1x per week	136.92	136.92	197.85	205.76	213.99	222.55	231.45
One (1) 2yd 2x per week	273.84	273.84	395.70	411.53	427.99	445.11	462.91
One (1) 2yd 3x per week	410.76	410.76	593.55	617.29	641.98	667.66	694.37
One (1) 2yd 4x per week	547.67	547.67	791.38	823.04	855.96	890.20	925.81
One (1) 2yd 5x per week	684.57	684.57	989.20	1,028.77	1,069.92	1,112.72	1,157.23
One (1) 2yd 6x per week	821.49	821.49	1,187.05	1,234.53	1,283.91	1,335.27	1,388.68
One (1) 2yd 7x per week	968.41	968.41	1,399.35	1,455.32	1,513.53	1,574.07	1,637.03
One (1) 3yd 1x per week	171.15	171.15	247.31	257.20	267.49	278.19	289.32
One (1) 3yd 2x per week	342.27	342.27	494.58	514.36	534.93	556.33	578.58
One (1) 3yd 3x per week	513.43	513.43	741.91	771.59	802.45	834.55	867.93
One (1) 3yd 4x per week	684.57	684.57	989.20	1,028.77	1,069.92	1,112.72	1,157.23
One (1) 3yd 5x per week	855.71	855.71	1,236.50	1,285.96	1,337.40	1,390.90	1,446.54
One (1) 3yd 6x per week	1,026.86	1,026.86	1,483.81	1,543.16	1,604.89	1,669.09	1,735.85
One (1) 3yd 7x per week	1,197.99	1,197.99	1,731.10	1,800.34	1,872.35	1,947.24	2,025.13
One (1) 4yd 1x per week	228.20	228.20	329.75	342.94	356.66	370.93	385.77
One (1) 4yd 2x per week	456.41	456.41	659.51	685.89	713.33	741.86	771.53
One (1) 4yd 3x per week	684.68	684.68	989.36	1,028.93	1,070.09	1,112.89	1,157.41
One (1) 4yd 4x per week	912.78	912.78	1,318.97	1,371.73	1,426.60	1,483.66	1,543.01
One (1) 4yd 5x per week	1,140.99	1,140.99	1,648.73	1,714.68	1,783.27	1,854.60	1,928.78
One (1) 4yd 6x per week	1,369.18	1,369.18	1,978.47	2,057.61	2,139.91	2,225.51	2,314.53
One (1) 4yd 7x per week	1,597.33	1,597.33	2,308.14	2,400.47	2,496.49	2,596.35	2,700.20
One (1) 6yd 1x per week	335.44	335.44	484.71	504.10	524.26	545.23	567.04
One (1) 6yd 2x per week	670.89	670.89	969.44	1,008.22	1,048.55	1,090.49	1,134.11
One (1) 6yd 3x per week	1,006.34	1,006.34	1,454.16	1,512.33	1,572.82	1,635.73	1,701.16
One (1) 6yd 4x per week	1,341.77	1,341.77	1,938.86	2,016.41	2,097.07	2,180.95	2,268.19
One (1) 6yd 5x per week	1,677.22	1,677.22	2,423.58	2,520.52	2,621.34	2,726.19	2,835.24
One (1) 6yd 6x per week	2,012.67	2,012.67	2,908.31	3,024.64	3,145.63	3,271.46	3,402.32
One (1) 6yd 7x per week	2,348.11	2,348.11	3,393.02	3,528.74	3,669.89	3,816.69	3,969.36
One (1) 8yd 1x per week	365.23	365.23	527.76	548.87	570.82	593.65	617.40
One (1) 8yd 2x per week	730.42	730.42	1,055.46	1,097.68	1,141.59	1,187.25	1,234.74
One (1) 8yd 3x per week	1,095.64	1,095.64	1,583.20	1,646.53	1,712.39	1,780.89	1,852.13
One (1) 8yd 4x per week	1,460.84	1,460.84	2,110.91	2,195.35	2,283.16	2,374.49	2,469.47
One (1) 8yd 5x per week	1,826.06	1,826.06	2,638.66	2,744.21	2,853.98	2,968.14	3,086.87
One (1) 8yd 6x per week	2,190.60	2,190.60	3,165.42	3,292.04	3,423.72	3,560.67	3,703.10
One (1) 8yd 7x per week	2,555.74	2,555.74	3,693.04	3,840.76	3,994.39	4,154.17	4,320.34
Casters 1x per week	11.63	11.63	16.81	17.48	18.18	18.91	19.67
Casters 2x per week	23.26	23.26	33.61	34.95	36.35	37.80	39.31
Casters 3x per week	34.89	34.89	50.42	52.44	54.54	56.72	58.99
Casters 4x per week	46.52	46.52	67.22	69.91	72.71	75.62	78.64
Casters 5x per week	58.15	58.15	84.03	87.39	90.89	94.53	98.31
Casters 6x per week	69.78	69.78	100.83	104.86	109.05	113.41	117.95
Casters 7x per week	81.41	81.41	117.64	122.35	127.24	132.33	137.62
Extra Pickup 1YD	79.88	79.88	115.43	120.05	124.85	129.84	135.03
Extra Pickup 2YD	136.92	136.92	197.85	205.76	213.99	222.55	231.45
Extra Pickup 3YD	171.10	171.10	247.24	257.13	267.42	278.12	289.24
Extra Pickup 4YD	228.20	228.20	329.75	342.94	356.66	370.93	385.77
Extra Pickup 6YD	335.44	335.44	484.71	504.10	524.26	545.23	567.04
Extra Pickup 8YD	365.23	365.23	527.76	548.87	570.82	593.65	617.40
Return Fee for block or inaccessible or requested	50.00	50.00	72.25	75.14	78.15	81.28	84.53
Minimum Container Rate	50.00	50.00	72.25	75.14	78.15	81.28	84.53

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Commercial Rate Adjustments	N/A	0.00%	44.50%	4.00%	4.00%	4.00%	4.00%
<u>Commercial Compactor</u>							
One (1) 2yd 1x per week	\$311.76	\$311.76	\$450.49	\$468.51	\$487.25	\$506.74	\$527.01
One (1) 2yd 2x per week	623.52	623.52	900.99	937.03	974.51	1,013.49	1,054.03
One (1) 2yd 3x per week	935.28	935.28	1,351.48	1,405.54	1,461.76	1,520.23	1,581.04
One (1) 2yd 4x per week	1,247.04	1,247.04	1,801.97	1,874.05	1,949.01	2,026.97	2,108.05
One (1) 2yd 5x per week	1,558.80	1,558.80	2,252.47	2,342.57	2,436.27	2,533.72	2,635.07
One (1) 2yd 6x per week	1,870.56	1,870.56	2,702.96	2,811.08	2,923.52	3,040.46	3,162.08
One (1) 2yd 7x per week	2,182.32	2,182.32	3,153.45	3,279.59	3,410.77	3,547.20	3,689.09
One (1) 3yd 1x per week	467.64	467.64	675.74	702.77	730.88	760.12	790.52
One (1) 3yd 2x per week	935.28	935.28	1,351.48	1,405.54	1,461.76	1,520.23	1,581.04
One (1) 3yd 3x per week	1,402.92	1,402.92	2,027.22	2,108.31	2,192.64	2,280.35	2,371.56
One (1) 3yd 4x per week	1,870.56	1,870.56	2,702.96	2,811.08	2,923.52	3,040.46	3,162.08
One (1) 3yd 5x per week	2,338.20	2,338.20	3,378.70	3,513.85	3,654.40	3,800.58	3,952.60
One (1) 3yd 6x per week	2,805.84	2,805.84	4,054.44	4,216.62	4,385.28	4,560.69	4,743.12
One (1) 3yd 7x per week	3,273.48	3,273.48	4,730.18	4,919.39	5,116.17	5,320.82	5,533.65
One (1) 4yd 1x per week	623.52	623.52	900.99	937.03	974.51	1,013.49	1,054.03
One (1) 4yd 2x per week	1,247.04	1,247.04	1,801.97	1,874.05	1,949.01	2,026.97	2,108.05
One (1) 4yd 3x per week	1,870.56	1,870.56	2,702.96	2,811.08	2,923.52	3,040.46	3,162.08
One (1) 4yd 4x per week	2,494.08	2,494.08	3,603.95	3,748.11	3,898.03	4,053.95	4,216.11
One (1) 4yd 5x per week	3,117.60	3,117.60	4,504.93	4,685.13	4,872.54	5,067.44	5,270.14
One (1) 4yd 6x per week	3,741.12	3,741.12	5,405.92	5,622.16	5,847.05	6,080.93	6,324.17
One (1) 4yd 7x per week	4,364.64	4,364.64	6,306.90	6,559.18	6,821.55	7,094.41	7,378.19
One (1) 5yd 1x per week	779.40	779.40	1,126.23	1,171.28	1,218.13	1,266.86	1,317.53
One (1) 5yd 2x per week	1,558.80	1,558.80	2,252.47	2,342.57	2,436.27	2,533.72	2,635.07
One (1) 5yd 3x per week	2,338.20	2,338.20	3,378.70	3,513.85	3,654.40	3,800.58	3,952.60
One (1) 5yd 4x per week	3,117.60	3,117.60	4,504.93	4,685.13	4,872.54	5,067.44	5,270.14
One (1) 5yd 5x per week	3,897.00	3,897.00	5,631.17	5,856.42	6,090.68	6,334.31	6,587.68
One (1) 5yd 6x per week	4,676.40	4,676.40	6,757.40	7,027.70	7,308.81	7,601.16	7,905.21
One (1) 5yd 7x per week	5,455.80	5,455.80	7,883.63	8,198.98	8,526.94	8,868.02	9,222.74
One (1) 6yd 1x per week	935.28	935.28	1,351.48	1,405.54	1,461.76	1,520.23	1,581.04
One (1) 6yd 2x per week	1,870.56	1,870.56	2,702.96	2,811.08	2,923.52	3,040.46	3,162.08
One (1) 6yd 3x per week	2,805.84	2,805.84	4,054.44	4,216.62	4,385.28	4,560.69	4,743.12
One (1) 6yd 4x per week	3,741.12	3,741.12	5,405.92	5,622.16	5,847.05	6,080.93	6,324.17
One (1) 6yd 5x per week	4,676.40	4,676.40	6,757.40	7,027.70	7,308.81	7,601.16	7,905.21
One (1) 6yd 6x per week	5,611.68	5,611.68	8,108.88	8,433.24	8,770.57	9,121.39	9,486.25
One (1) 6yd 7x per week	6,546.96	6,546.96	9,460.36	9,838.77	10,232.32	10,641.61	11,067.27
Extra Pickup 2YD	311.76	311.76	450.49	468.51	487.25	506.74	527.01
Extra Pickup 3YD	467.64	467.64	675.74	702.77	730.88	760.12	790.52
Extra Pickup 4YD	623.52	623.52	900.99	937.03	974.51	1,013.49	1,054.03
Extra Pickup 5YD	779.40	779.40	1,126.23	1,171.28	1,218.13	1,266.86	1,317.53
Extra Pickup 6YD	935.28	935.28	1,351.48	1,405.54	1,461.76	1,520.23	1,581.04
Return Fee for block or inaccessible or requested	50.00	50.00	72.25	75.14	78.15	81.28	84.53

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Roll Off Rate Adjustments	N/A	0.00%	16.50%	4.00%	4.00%	4.00%	4.00%
<u>Roll Off Container</u>							
20 cu yd	\$400.00	\$400.00	\$466.00	\$484.64	\$504.03	\$524.19	\$545.16
30 cu yd	500.00	500.00	582.50	605.80	630.03	655.23	681.44
40 cu yd	600.00	600.00	699.00	726.96	756.04	786.28	817.73
50 cu yd	700.00	700.00	815.50	848.12	882.04	917.32	954.01
Trip Charge	50.00	50.00	58.25	60.58	63.00	65.52	68.14
Relocate	50.00	50.00	58.25	60.58	63.00	65.52	68.14
Expedited Service - same day service	100.00	100.00	116.50	121.16	126.01	131.05	136.29
 Roll Off Compactor (Haul charge) All disposal is billed at current disposal rate	 185.00	 185.00	 215.53	 224.15	 233.12	 242.44	 252.14
 Roll Off Recycle (excludes Metal) All disposal is billed at current processing rate	 185.00	 185.00	 215.53	 224.15	 233.12	 242.44	 252.14
 Roll Off Tires (Haul charge) All disposal is billed at current tire disposal rate	 285.00	 285.00	 332.03	 345.31	 359.12	 373.48	 388.42
 Roll Off Metal	 185.00	 185.00	 215.53	 224.15	 233.12	 242.44	 252.14

**City of Deerfield Beach
Solid Waste Utility Rate Study**

Schedule of Existing and Proposed Rates

Description	Existing 2022	Proposed Rates					
		Fiscal Year Ending September 30,					
		2022	2023	2024	2025	2026	2027
Proposed Drop Off Center adjustments	N/A			6.00%	6.00%	6.00%	6.00%
Tire disposal							
tires < 18"	2.00	2.00	7.00	7.42	7.87	8.34	8.84
tires < 18" w/ rims	5.00	5.00	12.00	12.72	13.48	14.29	15.15
tires > 18"	5.00	5.00	15.00	15.90	16.85	17.86	18.93
tires > 18" w/ rims	5.00	5.00	25.00	26.50	28.09	29.78	31.57
Used motor oil per gallon	0.25	0.25	0.28	0.30	0.32	0.34	0.36



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1640

Agenda Date: 12/6/2022

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Ranking and for Invitation to Negotiate #22-41-PC for the sale of city property located at 1045 SW 11th Way contingent upon approval of the sale at a Referendum Election; authorizing negotiation of the key business terms and a purchase and sale contract, which shall be subject to referendum approval, with the top ranked firm, MBA Development Partners of Florida, LLC; 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 City owns a +/-3.75 acre parcel located at 1045 SW11th Way. The property had a lease that had been in place since 2003 with the Florida Atlantic Research and Development Authority (and subsequent sublessees) with the expectation that the lessee would develop the parcel. The lease had been extended a number of times since 2003, but a development project did not occur. On February 15, 2022, the Deerfield Beach City Commission voted to deny a proposed eighth extension to the lease for the 1045 SW 11th Way property. At the February 15th meeting and prior to denial, the lessee proposed paying the City \$3.2 million to extend the lease and place a 41,000 square foot office building on the site with a surface parking lot. At the same time, the City had contracted for a market appraisal for the parcel that indicated the property had an actual market value of \$6.5 million.

The City Commission indicated a desire to pursue other project options that would be of greater benefit to the City and directed staff to pursue the sale of this parcel to be developed by a private entity. Due to stipulations in the City of Deerfield Beach Charter, any city-owned property with a value greater than \$750,000 can not be sold or leased without the approval of 51% of eligible Deerfield Beach voters.

In May, the Commission approved the hiring of Colliers International, a highly experienced commercial brokerage firm, to represent the City in this real estate transaction, including the creation of an Invitation to Negotiate (ITN) procurement process and marketing of the opportunity. The City Manager designated an evaluation committee comprised of the Assistant City Manager, Director of Planning and Development Services and Director of Economic Development to review, evaluate and rank proposals.

The City engaged in an Invitation to Negotiate (ITN) procurement process for this solicitation. The ITN model was selected to encourage greater private sector competition, allow for flexibility in the types of proposals submitted, create a well-defined framework for evaluation of proposals, deliver a clear

recommendation to the City Commission and provide flexibility to negotiate the specific details of the Commission's selected proposal. Six responses were submitted. After preliminary evaluation, the four highest ranked groups were asked to make presentations of their proposals to the evaluation committee. The public was invited to observe the presentations in an effort to make the process transparent and build consensus for the project as early as possible in the process. A detailed report of the procurement process is attached to this item.

Current Activity

The project recommended by the evaluation committee is a "Live-Work-Play" mixed-use development comprised of medical and office space (60,000 square feet), workforce housing (120 units), hotel (105 rooms), convention and entertainment space (12,000 square feet) and retail/restaurant space (7,000 square feet) with structured parking adequate to meet the needs of the development. The proposal proposes purchasing the land from the City for \$6.5 million and proposes approximately \$7.5 million in park and other public improvements in the City. In addition to direct financial community benefit, MBA Development Partners of Florida, LLC ("MBA") will actively seek local and minority-owned businesses to provide labor, materials and supplies during construction and hold job fairs for ongoing employment opportunities as the project moves into operation. MBA estimates their proposed project will generate 1,224 jobs while it is under construction and 77 annual jobs once the project is in operation. Over the next 30 years, the development is projected to generate \$42 million in new taxes for the City of Deerfield Beach. The proposed project, which is subject to land use and zoning approvals, includes a green roof top, at-grade open spaces and an event center that will be accessible to the public, includes enhanced connectivity and improvements to Mayo Howard Park.

MBA proposed a robust public outreach initiative to educate the public about the project in advance of the proposed March 14, 2023 referendum election date. MBA also committed to ongoing public outreach and input on the project as part of the land development process if their proposal is ratified by the voters of Deerfield Beach in a referendum. If the sale and project are approved, MBA projects project completion in the fourth quarter of 2027.

Recommendation

Commission approval of the Evaluation Committee's ranking for ITN #22-41-PC, and authorize the negotiation of the key business terms and a purchase and sale agreement with MBA, the top ranked firm, for the sale of the Property to MBA, subject to referendum approval.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND FOR INVITATION TO NEGOTIATE #22-41-PC FOR THE SALE OF CITY PROPERTY LOCATED AT 1045 SW 11TH WAY CONTINGENT UPON APPROVAL OF THE SALE AT A REFERENDUM ELECTION; AUTHORIZING NEGOTIATION OF THE KEY BUSINESS TERMS AND A PURCHASE AND SALE CONTRACT, WHICH SHALL BE SUBJECT TO REFERENDUM APPROVAL, WITH THE TOP RANKED FIRM, MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Invitation to Bid #22-41-PC (the “ITN”) for the sale of City owned property located 1045 SW 11th Way (the “Property”) was advertised in the legal notices section of the Sun-Sentinel on September 16, 2022, and the notice was also sent to five hundred eighty (580) prospective offerors via the e-Procurement Marketplace; and

WHEREAS, eleven (11) firms viewed the ITN documents; and

WHEREAS, on October 25, 2022 at 11:00 a.m., the Purchasing and Contract Administration Division along with the City’s Consultant, Colliers International Florida, LLC (the “Consultant”) unsealed the six (6) responses that were timely received, and reviewed the responses to ensure they met the ITN requirements; and

WHEREAS, on October 28, 2022, the Evaluation Committee met to review the proposals and shortlisted the firms in accordance with the weighted criteria stated in the ITN to four (4) firms, and determined to hear oral presentations from each of the shortlisted firms; and

WHEREAS, the Evaluation Committee meetings for the oral presentations and re-ranking the shortlisted firms based upon the oral presentations was held on November 16, 2022 to score the responses based on the weighted criteria stated in the ITN; and

WHEREAS, following the presentations and final rankings, the Evaluation Committee has forwarded their recommendation to approve their rankings with MBA Development Partners of Florida, LLC, (“MBA”) as the top ranked firm; and

WHEREAS, the Evaluation Committee recommends that the City Commission approve the Evaluation Committee’s final ranking, as set forth on page 3 of the attached Purchasing Memo, (the “Rankings”) and authorize the City Manager and City Attorney to negotiate the key business terms and a purchase and sale agreement with MBA, the top ranked firm, to purchase the Property from the City, subject to referendum election approval (currently planned for March 14, 2023).

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 Rankings, with MBA as the top ranked firm in response to the ITN.

Section 3. The City Manager and City Attorney are hereby authorized to negotiate the key business terms and a Purchase and Sale Agreement with MBA, for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter, and consistent with the terms of the ITN, together with such additional terms 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: Kris Mory, Director of Economic Development

FROM: Paul Collette, Senior Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: November 18, 2022

RE: **Purchase of 1045 SW 11th Way Parcel, ITN #22-41-PC**

The Purchasing and Contract Administration Division issued an Invitation to Negotiate for the Purchase of 1045 SW 11th Way Parcel, ITN #22-41-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On September 16, 2022 the ITN was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to five hundred and eighty (580) prospective Offerors via the e-Procurement Marketplace.
- Elevens (11) vendors viewed the documents of the ITN.
- On September 27, 2022 at 2:00 p.m., a Non-Mandatory Pre-Proposal Conference was held in person and virtual via Zoom.
- Two (2) Addendums were issued to make additions, deletions and changes to the ITN documents.
- The ITN closing date was extended to allow Offerors additional time to submit their responses due to the Addendum changes made to the ITN documents.
- On October 25, 2022 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed six (6) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITN 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 the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the six (6) responsive proposals in accordance with the weighted criteria stated in the ITN prior to the initial public Evaluation Committee meeting held on October 28, 2022 at 2:00 p.m. EST.
- The Evaluation Committee consisted of: Kris Mory, Director of Economic Development; Horace McHugh, Assistant City Manager; Eric Power, Director of Planning & Development Services.

- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications, Experience, References, and Comparable Projects	20
Project Description and Development	30
Financial Capability	15
Deal Structure	25
Community and Public Benefit	10
Total Points	100

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

Ranking:	Kris Mory	Horace McHugh	Eric Power	Total	Ranking
Falcone Group LLC	90 / ¹	88 / ³	88 / ¹	5	1
JBL Development	81 / ⁴	95 / ¹	82 / ²	7	2
MBA Development Partners of Florida	83 / ³	90 / ²	78 / ⁴	9	3
Related Urban Development Group LLC	89 / ²	85 / ⁴	79 / ³	9	3
Park Silver Development	33 / ⁵	75 / ⁵	72 / ⁶	16	4
Gold Coast Premier Management LLC	30 / ⁶	70 / ⁶	75 / ⁵	17	5

- MBA Development Partners of Florida and Related Urban Development Group LLC were both tied (Ranked 3rd with 9 Total Points).
- After Evaluation Committee Discussion, Horace McHugh made a motion to recommend Oral Presentations with the top (4) ranked Proposers (Falcone Group LLC; JBL Development; MBA Development Partners of Florida; Related Urban Development Group LLC). The motion was 2nd by Kris Mory. The Evaluation Committee was unanimous in their decision.
- Eric Power discussed the questions to be addressed by the Proposers at the Presentations.
- Eric Power made a motion to adjourn the meeting, the motion was 2nd by Horace McHugh.
- On November 16, 2022, Oral Presentations were scheduled as follows:

PROPOSER	TIME
Falcone Group LLC	8:30 AM
JBL Development	9:15 AM
MBA Development Partners of Florida	10:00 AM
Related Urban Development Group	10:45 AM

- On November 16, 2022 at 8:30 a.m. EST to 11:30 a.m. EST the Oral Presentations were held with the top (4) ranked Proposers, followed by Public Comment Session at 11:30 a.m. EST and the Evaluation Committee meeting at 12:30 p.m. EST.
- After the Oral Presentations and Public Comments Session, the Evaluation Committee Meeting was held at 12:30 p.m. EST to discuss the Oral Presentations, score and rank the Proposers and make a recommendation to the City Commission or other recommendations, if necessary.
- The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations) which was independently filled-out after their discussions.
- The proposals were evaluated based on the same weighted criteria as the initial Evaluation Committee meeting.
- The results of the final ranking (After Oral Presentations) are as follows:

Ranking:	Kris Mory	Horace McHugh	Eric Power	Total	Ranking
MBA Development Partners of Florida	92 / ¹	100 / ¹	89 / ¹	3	1
Falcone Group LLC	86 / ²	89 / ²	82 / ²	6	2
JBL Development	78 / ³	80 / ³	82 / ³	9	3
Related Urban Development Group LLC	71 / ⁴	57 / ⁴	79 / ⁴	12	4

- After the discussions on the Oral Presentations and final ranking of the Proposers, Horace McHugh made a motion to recommend to the City Commission to approve the ranking, award and negotiate a contract to the first ranked proposer MBA Development Partners of Florida. This motion was seconded by Kris Mory. The Evaluation Committee was unanimous in their decision.
- Horace McHugh made a motion to adjourn the meeting, the motion was 2nd by Kris Mory.
- Documentation related to this solicitation may be obtained by e-mailing 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 to the City Commission, to approve the ranking and award, and negotiate a contract with the first ranked proposer MBA Development Partners of Florida.

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

Att. Recommended Proposer's Deal Structure

c: Horace McHugh, Assistant City Manager

MBA DEVELOPMENT PARTNERS OF FLORIDA - SECTION FIVE Deal Structure



- The development team will provide 100% funding
 - The purchase price of the land is established at \$6.5M per the city recent appraisal to subject to obtaining all project approvals
 - We believe it would be in the cities best interest to consider leasing the land based on a calculation using the purchase price of \$6.5M at a 6% or \$390,000 per year land lease amount for 99 years with periodic escalations to be negotiated in the comprehensive agreement.
 - We plan for 3% annual increases in master lease rents to be determined based on market conditions at time of closing
 - The Master Lease payments are based on todays market rate and are subject to change prior to closing
 - This \$178 M will generate a 30 year tax revenue of \$183,187,759 and \$83 Million in Broward County School Tax Benefits for 30 Years
 - The LeaseOwnership™ program can provide a strategic advantage of up to 30% below market rate to accelerate absorption and increase the chances of success for all occupants
 - The synergy created by the tenant mix will insure well balanced activity as an economic engine and a destination
 - The secondary benefits of this project is the job creation component.
 - During construction: 1,224 jobs
 - Recurring: 77 jobs
 - Economic impact: \$261M during construction and \$10M recurring yearly
 - The cash flow projections for the city of Deerfield Beach from the land lease and shared income from master leases could generate \$433,749 per year
 - This represents a future value calculation of **\$21,204,917* for the city**
 - The future value of the properties at the time of inversion if the city elects to undertake the master lease option and discounted by 25% over 30 years at **\$328,108,206***
- * These calculations use a 3% factor*

Fiscal Implications & Benefits

30 Year Average Tax Revenue

Total incremental revenue :\$183,187,759

- City Tax Benefits: \$83,743,901
- County Tax Benefits: \$77,169,186
- Hospital Tax Benefits: \$22,365,473

Broward County School Tax Benefits for 30 Years

\$83 Million

Notes:

Construction Completion in 2027

Assessed Value resets January 1, 2028

Taxable Value estimated at 80% of Project Cost

Assessed Value reset for income approach at stabilized 5th year

Base Value currently \$898,970 estimated to be \$1.04 million at time of C.O.

Estimates are operating ad valorem and do not include debt service

Source:

BusinessFlare's Input-Output analysis utilizes Emsi's Type II methodology, which shows industry to industry transactions plus household spending. The multiplier impacts calculated by the model are based on input-output methodology, which considers the inter-industry linkages that exist within an economy. Each industry needs labor and inputs from other industries in order to produce economic output.