



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

March 7, 2023

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: February 21, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniform Pension Board Meeting Minutes

Attachment: November 14, 2022

Community Redevelopment Agency Meeting Minutes

Attachment: November 15, 2022

Code Compliance Meeting Minutes

Attachment: January 10, 2023

Hillsboro Inlet District Meeting Minutes

Attachment: January 23, 2023

Community Appearance Board Meeting Minutes

Attachment: February 8, 2023

APPROVAL OF THE AGENDA

March 7, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89879451442?pwd=WHB1d1V5SDdCU0QxS1pzTkJOWkFNUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 898 7945 1442#

Participant ID: #

Passcode: 778224#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Proclamation presented to Dodie Keith-Lazowick, Keith, in recognition of Florida Surveyors and Mappers Week.

Sponsor: Mayor Bill Ganz

2. Presentation by Chief Whitehorne regarding a successful saved cardiac arrest.

Sponsor: BSO - Fire Rescue

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

- 3. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement between the Deerfield Beach Historical Society and the City of Deerfield Beach for a license to use the old school house for a two year term, with two, one year renewal options; authorizing execution of the Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Historical Society Facility Use Agreement

- 4. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the renewal of the West Water Treatment Plant Underground Injection Control Operation Permit in an amount not to exceed**

\$40,289.00; providing for execution and an effective date. (Fund from account #401-5020-533-30-99 - Other Professional Services)

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: Hazen and Sawyer, P.C.

- 5. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement between the United Way of Broward County, Inc. and the City of Deerfield Beach to continue participation in the ReadingPals Program for the 2022-2023 school year for an amount not to exceed \$30,000.00; waiving the procurement code requirements for competitive solicitations; providing for execution, implementation and an effective date. (Funds from Account #001-1701-564-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: ReadingPals Program

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement with Broward County and the Broward Municipalities to reestablish, reimpose and relevy the current one-cent (\$0.01) local option gas tax and provide for distribution of the proceeds of the fifth cent additional local option gas tax on motor fuel through December 31, 2053; authorizing execution of the Interlocal Agreement; 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 Financial Services

Attachment: Fifth Cent Gas Tax

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement with Broward County and the Broward Municipalities to reestablish, reimpose and relevy the distribution of the proceeds of the three cent additional local option gas tax on motor fuel; authorizing execution of the**

Interlocal Agreement; 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 Financial Services

Attachment: Three Cent Gas Tax

DEPARTMENTAL BUSINESS

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Purchase and Sale Agreement with MBA Development Partners of Florida, LLC, for the sale of city property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC, subject to referendum approval; providing for execution, 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: Office of the City Manager

Attachment: MBA Development Partners of Florida, LLC

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a grant agreement with the State of Florida Division of Emergency Management for the Hazard Mitigation Grant Program Award in the amount of \$1,446,440.58 for the Phase II City Hall Wind Retrofit and Drainage Project; authorizing acceptance of the grant and execution of the Grant Agreement; authorizing the expenditure of matching funds in the amount of \$466,598.50 for the project; and providing for an effective date. (*Funds from Account #358-5060-541-61-12 - 2018 Revenue Bond Fund*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services & Department of Environmental Services

Attachment: Hazard Mitigation Grant Program

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the development of a Vision Zero Action Plan to eliminate traffic-**

related fatalities within the City; and 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: Mayor Bill Ganz & Department of Planning & Development Services

Attachment: Vision Zero Action Plan

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, March 28, 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.



Meeting Minutes City Commission

Tuesday, February 21, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:03 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Todd Drosky
Commissioner Bernie Parness
Commissioner Ben Preston
Vice Mayor Michael Hudak
Mayor Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - January 24 & February 7, 2023

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Police Pension Board Meeting Minutes - October 27, 2022
Affordable Housing Advisory Committee Meeting Minutes - November 14, 2022
Code Compliance Meeting Minutes - November 16, 2022
Education Advisory Board Meeting Minutes - December 7, 2022
Community Appearance Board Meeting Minutes - January 25, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

February 21, 2023

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

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

Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to Dr. Liz Gruber, Home for Balance Psychotherapy Group, LLC, in recognition of National Eating Disorder Awareness Week.

Mayor Ganz presented a proclamation to Dr. Liz Gruber, Home for Balance Psychotherapy Group, LLC, in recognition of National Eating Disorder Awareness Month. Thereafter, he thanked Dr. Gruber for conducting an outreach program on February 10th at the Teen Center.

Dr. Gruber thanked the City of Deerfield Beach on behalf of Home for Balance Psychotherapy Group, LLC, for advocating and supporting National Eating Disorder Awareness Week.

2. Presentation regarding the SW 10th Street Aesthetics Survey and Recommendations.

Will Suero, HDR Engineering Consultants, introduced Vanita Saini, FDOT Project Engineer. Thereafter, he highlighted a brief PowerPoint presentation. Mr. Suero stated that there are two primary segments on SW 10th Street that will undergo construction, SW 10th Street Connector/I-95 Interchange improvements and SW 10th Street Connector improvements. During the construction of these projects, FDOT will have the ability to monitor congestion in these construction areas, so motorists are aware to bypass them. Further, he said construction for the SW 10th Street Connector/I-95 Interchange will begin at the end of 2024, beginning of 2025 and construction for the SW 10th Street Connector (west of SW 24th Avenue) will begin at the end of 2025, beginning of 2026. The SW 10th Street Connector consists of two primary systems, local SW 10th Street, which provides access for all businesses and residential communities, and SW 10th Street Connector lanes, which provides regional connection.

Continuing, Mr. Suero said the project will consist of noise walls, retaining walls, bridges, and aesthetics, which is a request and commitment from FDOT. He said after the September 19, 2022 Aesthetics Charette, a survey was published online seeking public input regarding different aesthetic treatments for this project. Thereafter, a diagram was displayed outlining the structure elements, i.e. bridges, noise walls, retaining walls, etc. that were evaluated for different structural aesthetic options. He stated that there was strong public support for naming the western corridor sawgrass and eastern corridor seagrass. Thereafter, various photographs were displayed of the aesthetic elements. He explained that the noise barrier walls will be Ashlar Stone, which was supported in the online survey, and will be approximately 22 feet tall, with each panel being 20 feet wide. Lastly, various photographs of the aesthetic elements were displayed.

In response to Commissioner Preston's question, Mr. Suero replied that FDOT has been erecting noise barrier walls since the 1980s; nonetheless, different variations have been done throughout the years due to advancement in technology.

AWARDS & RECOGNITION - CONTINUED

In response to Commission Parness' question, Captain Hofstein replied that the City has a noise regulation of 60 decibels, and after 8:00 p.m. it is reduced to 55.

Commissioner Parness stated that he was advised that the highway will generate 96 decibels, and the wall will reduce that by 5; therefore, the City's noise ordinance will not be adhered to. Thereafter, he continued commenting on conversations he's had with FDOT regarding this project, the negative impacts this project will have on the City, as well as a request he made for a traffic signal on Green Road.

Mr. Suero said a study was conducted and the 96 and 91 decibels is not what the noise model proposed; nevertheless, he will compile the results and provide them to the Commission as it will help address the noise concerns. Further, he advised that FDOT would not fund the construction of the walls if they didn't serve their purpose, which is to deter noise.

Commissioner Parness suggested investing the \$750 million into public transportation instead of adding more cars to the road. Thereafter, he continued to express his frustrations with adding more cars to the already overpopulated roadways.

Mr. Suero explained that the roadway network for SW 10th Street is in addition to the County's 2018 penny sales tax; whereby, the County took on a leadership role for a billion-dollar program, which is expected to grow to \$3 billion or more over its life to do mass transit. These improvements on 10th Street are related to the identified regional highway network, in addition to all the rail improvements that are in the County plan. He said this project will assist with traffic through 2040 - 2045 as the population continues to increase and roadway work must be done; nevertheless, he understands the concerns, but reiterated that something must be done.

Commissioner Drosky stated that this project adversely affects District 4 as well; nevertheless, he commented on a New York Times article the Commission received regarding the widening of highways not having an impact on traffic. Thereafter, he thanked Mr. Suero and Ms. Saini for working with city staff on the aesthetics. Further, he spoke in support of the proposed aesthetics, but asked that they be properly maintained throughout the years, which he will continue to advocate for throughout this project.

In response to Vice Mayor Hudak's question, Mr. Suero replied that the noise walls, retaining walls, bridges, etc. will be maintained by FDOT, but the City would be involved in maintaining the landscape and lighting on the local section of SW 10th Street.

Mayor Ganz explained that this project has been going on for six years, whereby, funding has always been available, and was initially set at \$1 billion. He said this was the only project earmarked for Broward County that was approved by the Governor's office, so it was going to happen whether the City was on board or not and although this project is needed on a regional level, the City's argument is that this project will not fix all the traffic concerns. Thereafter, he commented on the development of Waterways and Independence Bay, and the amount of accidents that have occurred due to the dangerous intersection. Further, Mayor Ganz said the current decibel level exceeds the City's regulations and stated that the public has been fantastic throughout this process as they have assisted in molding the project into what it has become, i.e. local access points, aesthetics, etc. Although he is unsure if Century Village wishes to have a sound wall, he knows residents living along the turnpike have been requesting one for years but could not get one because FDOT does not build them unless there's new construction; nevertheless, these decisions will be up to the residents. Mayor Ganz thanked FDOT for listening to the residents and incorporating their ideas into the project. Thereafter, he provided a brief overview of the original design, which was proposed to be a tunnel.

PUBLIC COMMENT

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on the fitness center and artwork installed at Pastor Willie James Ford Sr. linear park, and suggested installing automated external defibrillators (AED's) and stop the bleed kits in all city parks. Thereafter, he commented on a conversation he had with the City of Coral Springs, whereby, ARP funds can be used to purchase these life saving devices.

PUBLIC COMMENT - CONTINUED

Patricia Saunders, 252 SW 34th Avenue, Deerfield Beach, commented on issues regarding illegal dumping and stated that Quiet Waters Elementary needs a shade shelter and asked if the City could provide funding.

Alvina Harris, 116 NE 6th Court, Deerfield Beach, said there is a lot of illegal dumping occurring on Deerfield Avenue, Eller Street, etc. which she has complained about, but nothing has been done; therefore, she asked for the Commissions help.

In response to Mayor Ganz's question, Ms. Harris replied that the illegal dumping is occurring in empty lots.

Daniel Turner, 1278 SE 7th Court, Deerfield Beach, commented on code violations he's been cited for, but others have not, i.e. noise ordinance, unanswered voice mails he's left with city staff, and no longer being allowed to remain anonymous when making a code complaint.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, thanked all those involved with Festival of the Arts and Pioneer Days, as they were wonderful events, and although she hopes they will be separate events in the future, she truly enjoyed them.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, commended a sanitation worker for assisting with the cleanup near her home.

Patricia Link, 252 Ventnor R, Deerfield Beach, thanked the Commission for advocating for the residents on the SW 10th Street Connector Project. Further, she asked if this project will affect the property values in the City.

Tom Schuessler, 59 Little Harbor Way, Deerfield Beach, asked if any city action has taken place regarding generator noise and possible solutions to alleviate the noise. Thereafter, he commented on the generator noise being equivalent to the highway noise.

Gwyndolen Clarke-Reed, 1430 SW 6th Avenue, Deerfield Beach, said she received a piece of literature from one of the District 2 candidates with the City logo and asked that it be addressed with the candidate.

Willis Moorer, 331 NW 2nd Terrace, Deerfield Beach, asked for information regarding the sewer project near Alwood Homes on NW 3rd Court and NW 2nd Avenue and stated that there is a black tarp creating a blind spot on the corner of NW 2nd Avenue and NW 2nd Street. Further, he said code compliance is randomly picking who they wish to enforce codes upon and agreed that illegal dumping is an issue. Lastly, Mr. Moorer asked if a study can be performed on Hillsboro, west of MLK Boulevard, as the traffic is terrible.

In response to Mayor Ganz's question, Mr. Moorer replied that the tarp doesn't have to be removed but asked that it be tied back more.

William Galsterer, 1102 Little Harbor Drive, Deerfield Beach, said recycling has not been discussed in quite some time and requested that the program come back to the City. Thereafter, he commented on a pizza box being a contaminated item and suggested fining those that contaminate recyclables.

Mayor Ganz answered questions/comments posed by the public. He said AED's are located within city facilities but not all city parks and asked that staff research it. Mayor Ganz said he is aware of the illegal dumping within the mentioned areas, and said it's happening elsewhere, and asked that staff follow up. He thanked the city employee for assisting the resident and advised that generator noise is being researched by city staff. Mayor Ganz advised that he will be addressing certain Airbnb advertisements when he goes to Tallahassee. Further, not being allowed to remain anonymous when making a code complaint is a state requirement, which has caused many people to not report; nonetheless, he has never been satisfied with code enforcement, as it is either too aggressive or too lenient.

In response to Mayor Ganz's question, Anthony Soroka, City Attorney, replied that the City's logo is not to be utilized and the issue has been addressed with the candidate.

PUBLIC COMMENT - CONTINUED

Mayor Ganz said recycling is not just a City of Deerfield Beach issue, but a regional and national issue; nevertheless, while some cities are still recycling, a regional solution is being investigated. Unfortunately, the City does not have the resources to verify who contaminates the recyclables, so implementing fines would be difficult; nonetheless, city staff continues to seek options, as this Commission has not given up on recycling.

David Santucci, City Manager, said staff is aware of the issues near Deerfield Avenue, and are currently looking into ways to remediate the situation. Further, he asked that Priscilla Cygielnik, Director of Environmental Services, discuss the sewer project with Mr. Mooror.

Commissioner Preston provided a brief overview on how AEDs work and suggested implementing a citywide CPR program.

Commissioner Drosky expressed concerns with the residents' comments regarding illegal dumping, whereas, an additional code officer was hired to oversee these issues; therefore, he asked that it be added to an upcoming agenda for further discussion. Thereafter, he commented on the cost for the additional code officer and stated that he previously advised that if the additional officer was not serving the needs of the community, then he would no longer support it.

Vice Mayor Hudak agreed with Commission Drosky regarding the additional code officer and spoke in support of Commissioner Preston's suggestion regarding the CPR program.

Commissioner Parness stated that he has advised his constituents to contact him if they are uncomfortable with reporting a violation, whereas, reporting these violations could save lives. Thereafter, he commented on a situation regarding a handy man performing illegal work, which was against city code and could have caused an electrical fire.

Commissioner Preston said illegal dumping has been an ongoing issue and occurs throughout the City, but District 2 has been unfairly targeted; nevertheless, nowhere in this city should be considered a dumping ground. Thereafter, he commented on a situation that occurred regarding a person illegally dumping tires. Further, Commissioner Preston said when he contacts Code Compliance with an issue, it's addressed immediately.

CONSENT - BOARD APPOINTMENT

- 3. Resolution 2023/032 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joseph Murray as a member of the Affordable Housing Advisory Committee to serve a two-year term; providing an effective date.**

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 3, adopted Resolution 2023/032. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 4 - 7; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 4 - 7 in concert. Roll Call:

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

Nays: 0

4. **Resolution 2023/033 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Reciprocal Use Agreement with the St. Ambrose Catholic Church and School for the reciprocal use of facilities for a three-year term; authorizing execution of the Agreement; providing for implementation and an effective date.**
5. **Resolution 2023/034 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of three infrastructure project applications to the Broward Metropolitan Planning Organization ("MPO") for funding from the Mobility Advancement Program; and providing for an effective date.**
6. **Resolution 2023/035 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of first amendments to the two Interlocal Agreements with Broward County for Surtax Funded Municipal Transportation Projects Pioneer Grove Infrastructure and Complete Streets (Deer-005 and 006), and FAU Research Boulevard Roadway Improvements (Deer 007) to provide for an extension of time for completion; providing for implementation, and an effective date.**
7. **Resolution 2023/036 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$187,098.58 and execution of a contract amendment with MBR Construction, Inc. to provide security improvements for the Johnny L. Tigner Community Center Project, for an updated total project cost of \$11,332,852.20; approving the use of target area trust funds in the amount of \$187,098.58; providing for execution and an effective date. (*Funds from Account #620-3000-513-39-99 - Target Area Trust Funds/Contingency*)**

DEPARTMENTAL BUSINESS

8. **Resolution 2023/- A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Purchase and Sale Agreement with MBA Development Partners of Florida, LLC, for the sale of city property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC, subject to referendum approval; providing for execution, implementation and an effective date.**

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that staff has requested the deferral of this item due to the timing of the agreement; nevertheless, once staff completes their presentation, he advised that he will provide a brief overview of the terms of the proposed purchase and sales agreement.

David Santucci, City Manager, reiterated that staff is requesting deferral to March 7th; thereafter, a brief video of the project was displayed.

Mr. Soroka said on December 15, 2022, the City Commission approved the key proposed business terms for this purchase and sale agreement, which served as the basis for negotiations with the developer. He said the purchase price is \$6.5 million, and the sale is contingent upon referendum election approval, which is scheduled for March 14, 2023; however, if the sale is not approved, the agreement immediately

DEPARTMENTAL BUSINESS - CONTINUED

terminates and the \$80,000 referendum deposit will be returned to the buyer, but if approved the development of the property will be subject to all applicable public hearings and development related approvals and findings. Further, he said within three business days of referendum approval, the buyer is required to deposit 5% of the purchase price, \$325,000, which was agreed to in the letter of intent in the key business terms. Mr. Soroka explained that there is a 60-day due diligence period for the buyer to conduct inspections on the property, as warranted, which begins on the date the City Commission approves the agreement; therefore, if approved on March 7th, the buyer will have until May 7th to terminate the agreement if they determine, in their reasonable discretion, that the property's physical conditions are not suited for development.

Moreover, Mr. Soroka said the agreement provides for the \$7.5 million in community enhancements, which will be addressed during the development review process through a developer's agreement; whereby, if they fail to execute a development agreement with the City, it provides the City with termination rights. Further, he reiterated that the development of the property, development applications, approval of proposed amendments, etc. is not mandated by this agreement. Following the due diligence period, there will be an entitlement period, which is 15 months from the end of the due diligence period, where the developer must prepare all drawings, submit the necessary applications, etc. There is a requirement within the agreement stating that the developer must diligently pursue those applications during the 15-month period; however, there is a built in six month extension period, so long as they are diligently pursuing, due to some of the applications being out of the City's control, i.e. plat approval and land use plan approval, which must be approved by the County. Any further extension would require a written agreement by both parties, each of which have a right to terminate if the developer fails to obtain the approvals within the entitlement period.

Continuing, Mr. Soroka explained that the City has the right to terminate if the developer fails to execute the development agreement, fails to obtain the final approvals within the entitlement period, and if they become bankrupt. The buyers can terminate if they are unable to obtain final approvals, county denial of the plat, etc. Further, the City will be the owner during the entitlement process; therefore, as the owner the City will sign the development applications, which will be diligently reviewed and evaluated by city staff. Mr. Soroka said closing will take place within 60 days of receipt of final development approvals. Lastly, he said if the buyer defaults the City receives the deposit as liquidated damages, if the seller, the City, defaults, the buyer can seek specific performance to the court or they can terminate the agreement, but they cannot seek damages.

In response to Commissioner Drosky's question, Mr. Soroka replied that there is language within the purchase and sale agreement providing that they provide security for the community enhancements; nevertheless, it will be further addressed in the development agreement.

Mayor Ganz opened the public hearing.

Patricia Saunders, 252 SW 34th Avenue, Deerfield Beach, asked when the City will receive the \$7.5 million.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said development is needed as the population is rapidly growing. Thereafter, he commented on a tent that was displayed at the Festivals of the Arts event, that showcased aerial photographs of Deerfield since incorporation in 1925. He also commented on other developments that were built by MBA. Mr. Shanetzky said MBA has partnered with US Mortgage and Development Group, a Boca Raton real estate investment firm, who will be underwriting this project and are financially stable. Lastly, he said this project will provide a \$25 million windfall to the City, which could accommodate additional public safety, park enhancements, etc., as well as provide 1200 jobs during the 2-year construction phase; therefore, he supports this project.

Willis Moorner, 331 NW 2nd Terrace, Deerfield Beach, asked if there is language within the agreement stating that construction must be bid out to a certain amount of minority business owners. Also, once the development is completed, will Deerfield Beach residents have priority over others during the hiring process. Lastly, he spoke in support of the project, but asked how will the \$7.5 million be distributed.

DEPARTMENTAL BUSINESS - CONTINUED

Maria LoRizzo, 1551 SE 12th Street, Deerfield Beach, said the letter of intent was recently changed to the letter of agreement for the sale of the property. She explained that at the February 15th District 1 Meeting, staff advised that the terms for the \$7.5 million would be clearly defined by tonight's meeting; nonetheless, terminology has already changed from capital improvements (s/b community improvements) to community enhancements, whereby, capital improvements are long lasting investments, i.e. infrastructure, and community enhancements are projects that improve the City's appearance. She said the letter of intent does not protect the City in the way that it should, instead it references a comprehensive development agreement, which has yet to be negotiated; therefore, she suggested that once the referendum passes, the \$7.5 million be given to the City directly through a letter of credit. Further, she said 95% of MBA's proposal given to the City is the work of Hensel Phelps Development Work Construction Financing and asked if there is a direct agreement between MBA and Hensel Phelps, and if so, it should be presented prior to referendum approval.

Mayor Ganz closed the public hearing.

Mr. Soroka answered questions/comments posed by the public. He advised that the letter of intent, which served as the basis to negotiate the purchase and sale agreement, was reviewed and approved on December 15, 2022; nonetheless, the purchase and sale agreement will be voted on, on March 7th. The \$7.5 million will be used for community enhancements/community improvements, whereas, there are no changes for the proposed utilization of the monies. Furthermore, what has been proposed are conceptual drawings and ultimately the drawings for the community improvements will be signed, sealed and reviewed by staff, and the developer may have a phasing plan for certain developments. Thereafter, he provided a brief overview of the requirements and reasoning behind a development agreement. Mr. Soroka said this agreement is for the purchase and sale of the property and does not address construction needs, methods, or local construction requirements; however, there may be content with respect to that within the developer's proposal.

Mayor Ganz said this project is different than federal projects, whereby, those type projects state that they will utilize local construction firms, which means the State of Florida, not City of Deerfield Beach; nevertheless, this is not a federal government project and does not apply to this project.

Mr. Soroka said correct. Further, he said the timeframe for the \$7.5 million will be addressed in the development agreement.

In response to Mayor Ganz's question, Mr. Soroka replied that the project the City Commission rejected was offering \$3.2 million to build a 40,000 square foot office facility.

Mayor Ganz said multiple meetings occurred for the \$3.2 million project, but no one ever commented on it; nevertheless, the Commission rejected that project, because it was not the best deal for the City, and decided to put the property on the market for voter consideration. Thereafter, he commented on the misinformation being given and reiterated that this commission made the better deal for the citizens of this city, than what was originally proposed. Mayor Ganz thanked those for attending and asking questions and urged people to continue, so misinformation is not being provided.

Commissioner Parness said he originally spoke in support of the \$3.2 million project, but after ongoing discussions, he saw that the City was being short changed. Thereafter, he commented on the benefits of the proposed project, i.e. \$6.5 million project, \$7.5 million in community improvements, etc.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to defer item 8 to March 7, 2023. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

9. **Resolution 2023/037 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking for Request for Proposals #22-10-PC for Enterprise Resource Planning Software System; authorizing the appropriate city officials to negotiate an agreement with the top ranked, responsive and responsible proposer, Tyler Technologies, Inc., in an amount not to exceed \$3,507,859.00; providing for implementation and an effective date. (Funds from Account #399-0600-513-64-10 - General Capital Project-Finance/Machinery)**

The Resolution was read by title only.

Horace McHugh, Deputy City Manager, highlighted a brief PowerPoint presentation. Thereafter, he outlined some of the concerns surrounding the current enterprise resource planning (ERP): aging systems; general accounting standard (GASB) updates not being accommodated; current solutions not integrating, causing things to be done manually; no web based payments; and no self-service or vendor portals. He advised that a request for proposals (RFP) was issued in August 2022, whereby, seven proposals were received, but only three were short listed, with four site visits conducted in January 2023; and based on that, staff is requesting to begin negotiations with the top ranked firm, Tyler Technologies. Furthermore, the City hired the Government Finance Association (GFOA) to assist with preparing an assessment of current processes to help facilitate the RFP process. GFOA held a series of meetings with stakeholders from each city department to review current processes and provide recommendations for improvement. They also worked with purchasing to develop an RFP and the seven proposals received ranged from \$600,000 to \$7.5 million, whereby, the two remaining vendors range from \$3.5 million to \$5.7 million. Mr. McHugh said the City prepared a project charter outlining the readiness activities required to improve the implementation and a steering committee was established to ensure resource allocation and project advancement. Also, in recognizing the importance of this project and the long-term phase of implementation, the City hired a project manager who will take staff through the implementation process.

Continuing, Mr. McHugh said currently staff uses various systems to accomplish daily tasks that are not all integrated, causing issues. He said the core financial systems are Navline, i.e. payroll, W-2's, fleet inventory, year end processing, certificate of uses, etc., which is then integrated into Financial Enterprise, i.e. bank reconciliation, budgeting, invoice approval, etc. He stated that the City needs a system that can handle changes in GASB rules/methodology. Thereafter, he outlined the anticipated outcomes to include revising the City chart accounts, defining positions and job classifications to allow for efficient administration of personnel, budget and position control, etc. Further, upon approval, staff will move forward with contract negotiations and seek commission approval in April/May 2023. The implementation of Phase 1, financial module, will occur May 2023 - April 2024, and implementation of Phase 2, HR module/testing and data verification, will occur November 2023 - October 2024, with a go live goal in November 2024. Lastly, he reiterated that this project is a citywide initiative, so every department will be impacted to some degree.

Vice Mayor Hudak spoke in support of the project, as the current system does not meet the City's needs.

Mayor Ganz said the ERP system is the backbone of what is done in the City and these changes will have positive impacts not only on city staff but the residents. He expressed frustration with the go live date, but is glad that a plan is in place, and spoke in support of the project. Thereafter, he opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve item 9, adopted Resolution 2023/037. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Advertisement - Anthony Soroka, City Attorney, said currently there is a case in the 4th District Court of Appeals, which covers Broward and Palm Beach counties, whereby, advertising for second readings was called into question. He explained that a second reading is advertised when it comes before the City Commission, but if the item is deferred during that second reading, standard municipal practice for decades has been to not re-advertise, which was called into question in Jupiter Island; therefore, moving forward he recommends that these second readings be re-advertised when the time comes. Further, he explained that there was another court case in the 3rd District Court of Appeals, which covers Miami-Dade County, with similar facts, but the decision went the other way; nevertheless, he still recommends re-advertisement should this occur here.

CITY MANAGER - No Report.

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

Saturday Office Hours - Commissioner Drosky advised that he will be available virtually or in person on March 4th, from 10:00 a.m. to noon and asked those interested to contact him or the City Manager's Office to schedule an appointment.

Chamber Upgrades - Commissioner Drosky spoke in support of the new features, and suggested marketing city events prior to the Commission meetings.

COMMISSIONER PARNESS**DISTRICT 3**

District 3 Meetings - Commissioner Parness said he will be meeting with his constituents at Meadow Lakes on Thursday, February 23rd to discuss the sale of the property to MBA, as well as other topics. Further, on March 15th he has a meeting in Century Village and on Friday, February 24th there is a District 3 meeting at Century Village to inform the residents as to what is happening in the City.

African American Heritage Banquet - Commissioner Parness said his personal club purchased a table and looks forward to the event.

Broward County Planning Board - Commissioner Parness said he sits on the Board and represents the City to the best of his ability. Thereafter, he commented on issues they've encountered, i.e. Waste Management wanting to expand the dump.

COMMISSIONER PRESTON**DISTRICT 2**

City Events - Commissioner Preston thanked staff for the Pioneer Days event, as all city residents were involved and enjoyed themselves. Further, he said Community Days will take place on March 4th, which is intended to celebrate diversity in Deerfield Beach, and asked staff to provide him with an agenda for the event. He explained that the event will begin in District 2 and rotate thereafter. He stated that he attended the Brazilian Festival, which was an amazing event. Lastly, the Black Heritage Banquet will take place Saturday, February 25th from 5:30 p.m. to 8:00 p.m. at the Double Tree and invited all those to attend.

District 2 Meeting - Commissioner Preston said the meeting will take place on February 22nd at 7:00 p.m. at the Hillsboro Community Center and urged all to attend.

David Santucci, City Manager, thanked Commissioner Preston for inviting the residents to the Black Heritage Banquet but unfortunately it is sold out.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**VICE MAYOR HUDAK****DISTRICT 1**

Pioneer Days - Vice Mayor Hudak thanked city staff, police, fire and all the volunteers for all their hard work and long hours put in.

Stop the Bleed Kits - Vice Mayor Hudak said although there are AED's within all city parks and facilities, he asked that stop the bleed kits be added as well.

Palm Plaza - Vice Mayor Hudak said he was disappointed in the appearance and asked that staff investigate unpermitted work. Further, staff has been made aware of the issues and he expects that they be remediated.

MAYOR GANZ

City Events - Mayor Ganz thanked staff for the recent events, as they have been outstanding.

BSO - Police and Fire - Mayor Ganz thanked BSO staff for their work along Hillsboro Boulevard, as well as other areas, as the statistics from the recent check points were staggering.

Misinformation - Mayor Ganz commented on misinformation that's been given out regarding the March referendum, property values, and city taxes. Thereafter, he provided a brief explanation on how taxes are changed. He also commented on the average assessed values throughout the years. Lastly, he said this commission is competing to provide the same services as other cities, i.e. talentwise, materials, etc.; therefore, new development is needed for this city.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to adjourn the meeting at 9:45 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

**CITY OF DEERFIELD BEACH NON-UNIFORMED EMPLOYEES' RETIREMENT
COMMITTEE REGULAR MEETING MINUTES November 14, 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 November 14, 2022 at Central City Campus.

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

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 Hackett seconded the motion and it passed.

PUBLIC COMMENTS:

There were no public comments at this meeting.

INVESTMENT REPORTS FOR QUARTER ENDING 9/30/2022

Graystone Consulting

Mr. Owens reported on the economy noting that the equity returns continued to decline during the 3rd quarter. Growth stocks outperformed value and small cap outperformed large cap. The S&P returned -4.9%; the Russell 1000 LC returned -4.6%; Russell 3000 -4.5%. NASDAQ returned -3.9%; Russell Mid Cap -3.4%; Russell Small Cap -2.2%. The Federal Reserve's increase in interest rates resulted in fixed income losses as the Bloomberg Barclay's Aggregate Index fell -4.8%.

Mr. Owens reported on the performance noting that the total fund returned -3.30% for the quarter vs. the policy index of -3.42%. The Wedge large cap value equity returned -2.82% vs. the index of -2.93%. The Sawgrass Growth fund returned -4.98% vs. the Russell 1000 Growth of -3.60%. The London Company returned -0.52% vs. the small cap 2000 index of -0.71%. Lazard and Renaissance returned -9.64% and -9.51% respectively vs. the MSCI AC World index of -9.91%. Sage fixed income returned -2.97% vs. the BC Gov Cr index of -3.06%. Wedge fixed income returned -4.85% vs. the Barclays Govt/Credit Bond index of -4.56%. Blackrock and Blackstone returned -0.98% and -1.40% respectively vs. the Barclays' Aggregate of -4.75%. AEW real estate returned 0.91% vs. the NCREIF property index of -0.57%. Mr. Owens noted that he will continue to monitor Renaissance.

Finally, Mr. Owens reviewed the investment managers search briefly with the Board. After the review, his recommendation was to reallocate from intermediate fixed income fund managed by Sage to the new short-term fixed income manager Segall, Bryant & Hamill. Trustee Rolwing moved to accept the Consultant recommendation and the motion was seconded by Trustee Musto and passed. Also, for the International Growth manager search, he recommended monitoring Renaissance and not to make a change at this time.

NEW BUSINESS:

The Administrator proposed a \$250 fee increase per month effective December 1, 2022. The Administrator also proposed a 3% COLA each year beginning December 1, 2023. Trustee Rolwing noted that he does have a problem with the monthly fee however, he stated that Mr. Prior should attend the meeting each year for in Cost-of-Living increase.

the approve the \$250/monthly increase effective 12/1/2022 and Chairman Magnuson seconded the motion and it passed. The Administrator further noted that the bookkeeping of \$275 per month would remain the same.

UNFINISHED BUSINESS:

There was no unfinished business discussed.

CONSENT AGENDA: For Approval: Warrant #332

KSDT (Progress Billing for 9/30/2022 audit; Invoice #122461 dated 10/31/2022)	\$2,500.00
Livia Giuliani (Lunch for November Pension Board meeting via ach)	\$135.76
Total	\$2,635.76

The Administrator noted that she has Warrant #332 for approval. Trustee Rolwing moved to approve Warrant #332 of the Consent Agenda and Trustee Hackett seconded the motion and it passed.

For Ratification: Warrants #329-331

Benefits USA, Inc. (Flat Monthly Fee for September 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for September 2022)	\$275.00
KSDT (Progress Billing for 9/30/2022 audit; Invoice #118844 dated 8/31/2022)	\$720.00
Livia Giuliani (Lunch for August Pension Board meeting via ach)	\$135.83
Sage Adv. Svcs (Q2-2022 Mgmt Fee-Inv #20220630-564-A dated 3/31/2022)	\$4,411.83
Sugarman Susskind ETAL (Legal Fees; Invoice #172096 dated 9/7/2022)	\$3,000.00
Total	\$9,992.66

Benefits USA, Inc. (Flat Monthly Fee for October 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for October 2022)	\$275.00
Lazard Asset Mgmt. (Q2-2022 Mgmt. Fee-Inv #1794157 dated 7/14/2022)	\$2,696.68
Lazard Asset Mgmt. (Q3-2022 Mgmt. Fee-Inv #1795867 dated 10/10/2022)	\$2,477.74
London Company (Q3-22 Mgmt. Fee-Invoice dated 10/13/2022)	\$9,648.00
Renaissance Inv. Mgmt. (Q3-2022 Mgmt. Fee-Invoice dated 10/4/2022)	\$3,540.72
Sage Adv Services (Q3-2022 Mgmt. Fee-Inv #20220930-564-A dated 9/30/2022)	\$4,290.44
Sawgrass Asset Mgmt. (Q3-2022 Mgmt. Fee-Inv #dege112s-093022 dated 10/14/2022)	\$8,549.91
Sugarman & Susskind ETAL (Legal Fees; Invoice #172937 dated 10/5/2022)	\$6,000.00
Wedge Capital Mgmt. (Q3-2022 Mgmt. Fee-LCV a/c #W00639 dated 10/17/2022)	\$11,718.28
Wedge Capital Mgmt. (Q3-2022 Mgmt. Fee-FI a/c #W01170 dated 10/17/2022)	\$5,599.06
Total	\$56,245.83

Benefits USA, Inc. (Flat Monthly Fee for November 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for November 2022)	\$275.00
Fifth Third Bank (Q3-22 Custodian Fee-Invoice #7209339)	\$3,115.27
FPPTA (2023 Annual Membership Renewal)	\$750.00
FPPTA (Winter School Registration for Valerie Hackett)	\$850.00
Graystone Consulting (Q3-2022 Consulting Fee-Inv #10128322301)	\$11,875.00
Professional Indemnity Ins. (2022-2023 Fiduciary Liability Insurance Renewal)	\$8,019.24
Total	\$26,334.51

Trustee Rolwing moved to ratify the remaining Consent Agenda and Trustee Hackett seconded the motion and it passed.

ATTORNEY'S REPORT:

Attorney Sugarman noted that there was not much happening in legislation. He wanted to wish the Board Happy Holiday Season and he reported that he usually provides a holiday gift to the Trustees however this year, they are making a donation to the American Red Cross for relief for Hurricane Ian victims.

Finally, he noted that the Administrator was instructed to place the John Patterson resolution on decorative paper for it to be presented to former deceased Trustee's wife and family however, it was not possible to have them attend this meeting. He noted that it should be put in a frame and asked the Trustees to invite Mrs. Patterson and family to the February 2023 meeting to present the award in person.

ADMINISTRATOR'S REPORT:

The Administrator reported on FPPTA Trustees School is scheduled for January 29-February 1, 2023 at the Rosen Center in Orlando. Trustee Hackett noted that she planned on attending.

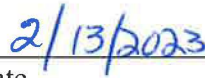
NEXT MEETING DATE:

The Administrator reported that the next regular meeting date is February 13, 2023 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



Meeting Minutes Community Redevelopment Agency

Tuesday, November 15, 2022

6:45 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 6:49 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
City Clerk Samantha Gillyard

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - September 13, 2022

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to approve the September 13, 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

November 15, 2022

MOTION was made by Mr. Preston, seconded by Vice Chair Hudak, 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 2022/012 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting an amendment to the CRA Fiscal Year 2023 Budget to create a Pier Improvement Project line item and approve a \$97,609.00 transfer of funds from the Sullivan Park Facility Project to the Pier Improvements Project line item; providing for implementation and an effective date. (Funds from Account #190-1500-559-63-04 - Infrastructure and Capital Improvements)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, said unfortunately the Pier Improvement Project was not completed in fiscal year 2022, so a line item must be created in the fiscal year 2023 budget for completion.

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 2022/012. Voice Vote:

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

Nays: 0

- 2. CRA Resolution 2022/013 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a change order to the job order contract with Team Contracting, Inc. for the construction of the Main Beach Parking Lot concrete seating in an amount not to exceed \$37,129.48; authorizing a budget transfer within the CRA Capital Improvements Fund in the amount of \$37,129.48 from the Infrastructure and Capital Improvements account to the Main Beach Parking Lot account; providing for execution and an effective date. (Funds from Account #190-1500-552-552-63-08 - Main Beach Parking Lot)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that the stained, stamped concrete surrounding the project area is outdated and could possibly be damaged during construction; so, staff is recommending the installation of new pavers to match the paver pattern in the area.

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

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve Item 2 adopted CRA Resolution 2022/013. Roll Call:

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

Nays: 0

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS**Mr. Drosky**

Pier Porthole - Mr. Drosky asked that Kris Mory, Director of Economic Development, look into solutions for the porthole at the pier, whereas, it is impossible to see during the day due to the glare.

There were no other board comments.

PUBLIC COMMENT

There were no comments made by the public.

ADJOURNMENT

MOTION was made by Vice Chair Hudak, seconded by Mr. Parness, to adjourn the meeting at 6:57 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

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

January 10,2023

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Silvio Baca, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk
Wendy Johnson, Administrative Assistant

For the record Winlett Jordan-Banton, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	22060040	FISK, JEFFREY ALAN /MAINT. OF ROADWAY	901 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
2	22060056	APPLE OF MY EYES LLC	853 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
3	22060002	OLD FLORIDA BUNGALOWS HOMEOWNERS ASSN INC	850 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT WAS PRESENT- MICHELE HICKFORD CONTINUED TO 4-11-2023
4	22060003	CAMPBELL CORNER LLC	447 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	
5	22060004	455 FEDERAL LLC	455 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
6	22060005	MAUK,TERRY R	903 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
10	22090192	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ROBIN LARSON CONTINUED TO 4-11-2023
13	22090125	2 FOR 2 LLC	3300 SW 11 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- FRANK BUCHANAN EXTENDED TO 2-3-2023

14	22090132	TOP FIT CLINIC ADV AESTHETIC INC MACHADO,BRUNA CAMPOS	835 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$125 PER DAY
15	22100022	FYR SFR BORROWER LLC %HAVENBROOK HOMES	1280 SW 10 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$100 PER DAY
16	22100032	RESIDENCE DE PROVENCE HOMEOWNERS ASSN INC	884 SE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$100 PER DAY
17	22080119	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP	4100 N POWERLINE RD, UNIT H1- H5,DEERFIELD BEACH, FL 33073 H1-H5	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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MICHELE LONG EXTENDED TO 3-3-2023

18	22090196	AJZ PROPERTIES LLC	1151 S POWERLINE RD, DEERFIELD BEACH, FL 33442	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 CERTIFIED WITH \$80 PROSECUTION COST
19	22090199	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$125 PER DAY PER VIOLATION
21	22070197	CRD 201 N FEDERAL LLC	201 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$125 PER DAY
22	22080126	CRYSTAL LAKE COMMERCE CENTER LLC	4250 N POWERLINE RD, DEERFIELD BEACH, FL 33073	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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$150 PER DAY PER VIOLATION

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
23	22090110	REALTY INCOME PROPERTIES INC ATTN: PM DEPT 1058	3801 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT EXTENDED TO 2-3-2023
24	22080178	FRANCESCO L LO FRIA REV LIV TR AUDENZIA LO FRIA REV LIV TR ETAL	231 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
25	22110016	SAINT LEGER,GEORGES	4901 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 6. - PARKING OF BOATS, BUSES, TRAILERS, RECREATIONAL VEHICLES, MOTOR HOMES AND SIMILAR VEHICLES; Sec. 66-120(2). - Permissive parking Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$100 PER DAY PER VIOLATION

				REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
26	22110001	LAVISH CORPORATE HOLDINGS LLC	850 SE 7 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 IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
30	22100044	AGUIAR & MANSUR LLC	606 SW NATURA BLVD, UNIT 301, DEERFIELD BEACH, FL 33441 301	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-7-2023
32	22080087	SANDCASTLE 1 LLC	233 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 2-7-2023
33	22090187	EUCEDA,DINIA ARGUETA JUAREZ,LUIS HENRIQUEZ	1417 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	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 2-3-2023 \$100 PER DAY \$80 PROSECUTION COST
36	22110019	AGAPE WORSHIP CENTER INC	630 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12-27- 2023 FOR \$250 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 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. 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. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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37	22070122	CASTRO,IGNACIO & CONSUELO G & REYES,FRANCISCO ACOSTA	361 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
38	22090148	SCHAFER,ALAN	717 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ALAN SCAFER EXTENDED TO 2-3-2023
39	22110018	SPARKS,PHILLIP	137 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. 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. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT- VERONICA SPARKS PHILLIP SPARKS FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST STATUS HEARING ON 2-7-2023

				ENFORCEMENT Section 98-113(a) Building permits	
40	22110025	1065 BERKSHIRE D LLC	1065 BERKSHIRE D, 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 2-3-2023 \$100 PER DAY \$80 PROSECUTION COST
47	22110012	PEREIRA DOS SANTOS,DELVISON	378 SW 30 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-3-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
48	22110013	KAYE,JEFFREY P /LANDSCAPE	260 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-3-2023 \$100 PER DAY \$80 PROSECUTION COST
52	22100042	LAGUERRE,MARLENE ROCK,GUERSON	151 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- MARLENE LAGUIRRE FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	\$80 PROSECUTION COST
54	22100024	FIGUEROA, MITCHELL FLOWERS, NICOLE	1433 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-6-2023 FOR \$100 PER DAY
58	22080182	GRAVES, MARY ANN GRAVES FAM REV LIV TR	1242 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - 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 Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-3-2023 \$100 PER DAY \$80 PROSECUTION COST
60	22120122	DEERFIELD APARTMENTS LLC	110 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT REPEAT ORDER ISSUED FOR \$200 FOR ONE DAY \$80 PROSECUTION COST
62	22120195	MATHIS, ULYSSES %JUANITA C MATHIS	225 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT

					REPEAT ORDER ISSUED FOR \$200 FOR ONE DAY \$80 PROSECUTION COST
A	22070199	T & N PROPERTIES INC	71 SE 10 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- DIANA BOLLS FINES MITIGATED FOR \$4,080 TO BE PAID BY 3-7-2023
B	21070485	COOPER, LOUISE	158 WESTBURY I, DEERFIELD BEACH, FL 33442 158	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LOUISE COOPER FINES MITIGATED FOR \$3,280 FOR TO BE PAID BY 3-7-2023
C	21040099	CONCA, ALAN C CONCA, JOAN C/ <i>Attorney Allen Bosworth</i>	2440 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 312-C	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY ALLEN BOSWORTH FINES MITIGATED FOR \$7,500 TO BE PAID BY 2-7-2023
D	21080165	MORAIS, PAULO & MORAIS, MIRIAM DA COSTA CARDOSO	411 SE 8 ST, UNIT 125, DEERFIELD BEACH, FL 33441 125/PLUS 15 ADDITIONAL UNITS	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- GENE CINCOLA FINES MITIGATED FOR \$7,250 FOR ALL UNITS TO BE PAID BY 3-7-2023
F	22040188	INNECCO, CAMILLA	1021 VERDE CT, 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- CAMILA INNECCO FINES MITIGATED FOR \$1,180 TO BE PAID BY 2-3-2023
G	21040127	WOOD, MARIE D EST /EASYINVEST 2 LLC	480 NW 42 CT#1-2, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT

				14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	SETTELEMENT FOR \$8,500 TO BE PAID BY 2-7-2023
H	19070107	RIVERS,E & VIOLA /Attorney Carl Milton Sugarman	282 SW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT SETTLEMENT FOR \$12,500 FOR BOTH CASES
I	19070105	RIVERS,E & VIOLA /Attorney Carl Milton Sugarman	288 SW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT SETTLEMENT FOR \$12,500 FOR BOTH CASES
J	17090001	RIVERS,E & VIOLA /Attorney Carl Milton Sugarman	285 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. - STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots.	RESPONDENT NOT PRESENT CASES TO BE CONTINUED TO 3-7-2023
K	19070109	RIVERS,E & VIOLA /Attorney Carl Milton Sugarman	285 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CASES TO BE CONTINUED TO 3-7-2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, January 23, 2023
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice-Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Mohamed “Mo” Tarifi
Commissioner Randy Strauss
Commissioner Robert O’Neill
Commissioner Max Turner

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Christopher Creed, P.E., D.C.E, Olsen Associates, Inc.
Ben Gross, P.E., Olsen Associates, Inc.
Captain Luis Rodas
Captain Skip Dana
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 Chair Bryan at 6:30 P.M.

OATH: Oath was given to Max Turner as the newly appointed Commissioner representing the City of Lighthouse Point.

APPROVAL OF MINUTES: A Motion to approve the November 21, 2022 Regular Meeting Minutes was made by Commissioner Chappell and seconded by Commissioner Strauss.

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

The Motion to approve the Regular Meeting Minutes was approved unanimously. (8-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Vice-Chair Gore and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$238,847.02. The bills were reviewed and discussed in detail.

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

The Motion to approve the outstanding bills was approved unanimously. (8-0)

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

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

The Motion to approve the current month's expenses was approved unanimously. (8-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted eight (8') feet controlling depth shoreward and six (6') feet controlling depth seaward. There was 98 hours of dredging time, resulting in about 44,100 yd³ of sand bypassed to Pompano 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. Fabricated and installed "U" hangars for the section on the dredge;
2. The heat exchanger had a breach. The crew removed it, repaired it and put it back on; and
3. Performed preventive maintenance

Captain Draughon advised that they are machining the parts and building the winch. It should be done in February. The barges will be completed in the beginning of March.

Captain Draughon also advised that Inlet 1, in the future, is going to have to be overhauled, props and painted. The Board advised Captain Draughon to get a pricing list. Captain Draughon also advised that the dredge will need to be overhauled as well and it is getting harder to find a place to work on the dredge.

PUBLIC COMMENTS: Captain Luis Rodas advised the Board that he has 23 years experience and operates a 78' Riviera for the Patten Family Companies out of Boca Raton. He is used to running big boats. He advised that the Inlet is way too shallow for his boats. Captain Skip Dana was also present and advised that he runs the Helen S. Driftfishing and it is tough to get out of the Inlet and it is unsafe due to it being too shallow for his boats. The Board advised that the District is always doing maintenance and are working on a lot of things to help the Inlet. Captain Draughon advised that the crew also has issues with safety as boaters do not abide by the signs, sirens, lights, or signals while the crew is trying to do their job and preserve the equipment. Chair Bryan advised that people are jumping on the dredges on the weekends and the District has had issues with its property being vandalized and have to send the dredges out to get repaired. Chair Bryan also advised that the District has purchased a new elbow barge and winch due to the age of the equipment and are waiting on the delivery.

Chris Creed of Olsen Associates, Inc. advised that the District may be eligible to receive FDEP/FEMA funding assistance for certain aspects of the operation and management of the sand and bypass project. The District can contact FDEP staff to determine eligibility and what is required for the District to secure funding.

Commissioner Chappell asked Captain Draughon how long it will be for the District to get back to normal. Captain Draughon advised that it could be a few months.

NEW BUSINESS

NORTH JETTY WARNING BUOY PROJECT – DISCUSSION REGARDING CONSTRUCTION AND INSTALLATION: Chris Creed of Olsen Associates, Inc. described the North Jetty Warning Buoy Project to date to the Board. He advised the Board that they will need to decide how to pursue/contract for installation of the buoys. The Board discussed different options provided by Mr. Creed and advised Mr. Creed to check and see how much it would be with contractors and bring more formal pricing on the buoys at next month's meeting.

Commissioner O'Neill questioned the need for the buoy project. Attorney Tolces advised that the Board requested that the buoys be looked as a possible safety measure. Commissioner Chappell advised that he brought it up about four or five years ago as he was approached by several people on what the District was going to do about safety measures. Commissioner Strauss advised that the Board discussed this matter, had attorney Tolces do the research and the Board decided as a dais to take a safety factor to prevent boats from hitting the jetty.

PROPOSAL FOR PREPARATION AND SUBMITTAL OF DISTRICT'S 2022 ANNUAL SAND BYPASS REPORT (CHRIS CREED, OLSEN ASSOCIATES, INC.): Attorney Tolces advised the Board that Olsen Associates, Inc. advised that the District needs to prepare the 2022 Annual Sand Bypass Report and provided a proposal in the amount of \$4,570.00. The Board discussed the estimate. Motion was made by Commissioner Chappell and seconded by Commissioner Strauss to approve Olsen Associates, Inc.'s proposal in the amount of \$4,570.00 for the preparation of the 2022 Annual Sand Bypass Report.

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

Motion to approve Olsen Associates, Inc.'s proposal for the preparation of the 2022 Annual Sand Bypass Report in the amount of \$4,570.00 was approved unanimously. (8-0)

PROPOSAL TO SUBMIT MODIFICATION REQUEST TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISTRICT'S SAND BYPASS PERMIT (CHRIS CREED, OLSEN ASSOCIATES, INC.):

Chris Creed of Olsen Associates, Inc. stated that the District needs to obtain a new sand bypass permit as it is not eligible for modification. It will be a full FDEP permit application. The District will be able to continue to operate while the permit is under review. Mr. Creed advised that time is of the essence and the District needs to initiate the process immediately. He will provide a proposal at next month's meeting.

DISCUSSION RELATED TO DEVELOPMENT OF INLET MANAGEMENT PLAN:

Chris Creed of Olsen Associates, Inc. advised the Board that the State might require the District to update its Inlet Management Plan as part of the process and will contact them to see what will be required. Mr. Creed will also inquire what the District might be eligible for funding with the State and stated it is worth pursuing. The Board discussed funding assistance.

UPDATE REGARDING PURCHASE OF WINCH AND BARGE: Captain Draughon advised the Board that the winch and the barge will be delivered between February 15th and March 1st.

DISCUSSION REGARDING INVESTMENT OF DISTRICT FUNDS: District Accountant Robert Andrews discussed investment of District funds. A Motion to authorize District Accountant Andrews and Chair Bryan to submit the necessary paperwork to Truist Bank to take advantage of the 30 day T-Bills subject to the Auditor's approval was made by Commissioner Strauss and seconded by Commissioner Loesel

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

The Motion to authorize Accountant Andrews and Chair Bryan to submit the necessary paperwork to Truist Bank to take advantage of the 30 day T-Bills subject to the Auditor's approval was approved unanimously. (8-0)

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces passed out a picture of a property located on Bay Drive in Pompano Beach where the owner is seeking to obtain a permit from DEP to construct a private dock adjacent to the South Jetty. The owner previously obtained a Deed from the State of Florida for accreted property adjacent to the property. There was a recent permit submitted to the local West Palm Beach Regulatory Office to construct the dock, but the DEP directed that the property owner submit the permit application to the DEP office in Tallahassee. A conference call was held last week with the owner's engineering company, Chris Creed, attorney David Tolces, and DEP officials to talk about this situation. It was acknowledged that it would impact the District's operations. The engineer called attorney David Tolces and asked if the District could provide a sketch with what land the District needs to operate adjacent to the south jetty. Attorney Tolces is going to forward the picture to the owner's representative. The goal is to find a solution for the District to operate there.

COMMISSIONER COMMENTS: None.

ADJOURNMENT: Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 8:05 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
February 8, 2023**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call:

Present: Harry Belton, Chair
Terrance Glunt, Vice Chair
Mark Damiano, Alternate

Also Present: Anthony Soroka, City Attorney
Christopher Suneson, Assistant Director of Planning and Development Services
Rafaela Thermidor, Planner
Tracy Britten, Administrative Support Specialist

Absent: Tinka Ellington
Jack Hugentugler
Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Damiano made a motion, seconded by Vice Chair Glunt to approve the January 25, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#7051 Napa Auto Parts
3801 West Hillsboro Boulevard
Building Paint Change**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

The applicant advised that the building has already been painted Blue II and Gray, which are the business' corporate colors. Thereafter, photographs were provided.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #7051 as submitted. The motion CARRIED by unanimous vote.

**#7052 Bethesda Christian Center
641 NE 40th Street
Major Site Plan**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps. He advised that one existing rear building will be demolished, another will be expended, and additional parking will be added to the rear of the property.

The applicant outlined the plans for the proposed expansion of the existing building on the property. The expanded building will serve as the main sanctuary and house the administration offices, youth center and fitness room. Exterior colors will include Special Gray, Fashionable Gray and Snow White with stacked stone accents and a metal roof. White picket fencing with gate accessibility will be in the front of the property, precast fencing will encompass the rest of the property, and the existing walls will remain.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #7052 with the stipulation of changing the color of the picket fencing to bronze. The motion CARRIED by unanimous vote.

**#7053 Primestones
1250 South Powerline Road
Minor Site Plan Amendment**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

The applicant provided the plans, which include the installation of a lift station on the east side of the warehouse. The lift will be located in the back of the building, under an awning and will not be visible from the main road.

Mr. Damiano made a motion, seconded by Vice Chair Glunt to approve Item #7053 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, asked that prior to the next meeting, the members advise staff of their attendance.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:34 p.m.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - March 7, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, March 7, 2023, 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 March 7, 2023, 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 March 7, 2023 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 March 7, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89879451442?pwd=WHB1d1V5SDdCU0QxS1pzTkJOWkFNUT09>
 - 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: (301) 715-8592, Meeting ID: 898 7945 1442#, Participant ID: #, Passcode: 778224#

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 March 7, 2023, 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. 2023-1710

Agenda Date: 3/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement between the Deerfield Beach Historical Society and the City of Deerfield Beach for a license to use the old school house for a two year term, with two, one year renewal options; authorizing execution of the Agreement; 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

This partnership between the City and the Deerfield Beach Historical Society (DFBHS) provides DFBHS with the ability to program the space for educational, health, and fitness programs and to allow for various organizations to host meetings.

Current Activity

DFBHS currently reserves the Old School House for various programs, scheduling dates and times as programs arise. The Facility Use Agreement will allow for use of the Old School House by DFBHS with 20% of all revenues to the City. The facility will also allow for the City's right to the first use of the facility as needed.

Recommendation

Staff recommends approval of the Facility Use Agreement.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT BETWEEN THE DEERFIELD BEACH HISTORICAL SOCIETY AND THE CITY OF DEERFIELD BEACH FOR A LICENSE TO USE THE OLD SCHOOL HOUSE FOR A TWO YEAR TERM, WITH TWO, ONE YEAR RENEWAL OPTIONS; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (“City”) owns and operates facilities, as defined in Section 50-2 of the City Code of Ordinances, including the Old School House located at 232 North East 2nd Street, Deerfield Beach, FL 33441 (“Old School House”), which is suitable for use by the Deerfield Beach Historical Society (“Licensee”) for Licensee’s limited permitted use to contract with other parties for private sessions and workshops that involve sound healing, yoga classes, and meetings (“Permitted Use”) to benefit the residents of Deerfield Beach; and

WHEREAS, Licensee desires to obtain a non-exclusive license from the City to use the entire interior premise of the Old School House to administer the Permitted Use in exchange for twenty percent (20%) of all revenue or fees that each of its contractors receives from the Permitted Use (the “License”); and

WHEREAS, Licensee and each of its contractors must obtain and maintain insurance as required by the City and must agree to indemnify the City; and

WHEREAS, Licensee cannot schedule events in the Old School House without the City’s approval, and the City reserves the right to use the Old School House to meet its own operational and business needs, including without limitation for overflow for its City Commission meetings; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve the Facility Use Agreement with Licensee, 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 the Facility Use Agreement with the Licensee, attached as Exhibit “A,” for a two-year term with the option to renew for two additional one-year terms.

Section 3. The City Manager is hereby authorized to execute the Facility Use Agreement with the Licensee, attached as Exhibit “A,” together with such 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 take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023

.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND
DEERFIELD BEACH HISTORICAL SOCIETY**

This facility use agreement (the "Agreement") is made and entered into this _____ day of _____ 2023 (the "Effective Date"), between the City of Deerfield Beach, Florida, (the "CITY"), and Deerfield Beach Historical Society (the "LICENSEE").

WHEREAS, LICENSEE is a not-for-profit historical preservation organization that inspires public awareness and appreciation of the diverse people, places, and events that contribute to the City of Deerfield Beach's evolving history; and

WHEREAS, the CITY owns and operates facilities, as defined in Section 50-2 of the CITY Code of Ordinance, including the Old School House located at 232 North East 2nd Street, Deerfield Beach, FL 33441 ("Old School House"), which is suitable for use by the LICENSEE for LICENSEE's limited permitted use to contract with other parties for private sessions and workshops that involve sound healing, yoga classes, and meetings ("Permitted Use") to benefit the residents of Deerfield Beach; and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use the entire interior premises of the Old School house (the "Permitted Area") to administer LICENSEE's Permitted Use in accordance with applicable law (the "License"); and

WHEREAS, LICENSEE has requested to use the Permitted Area in exchange for twenty (20) percent of all revenue and fees LICENSEE earns or otherwise receives from programming and events conducted in the Permitted Area for the Permitted Use; and

WHEREAS, the CITY agrees to permit LICENSEE to enter into contracts with various independent contractors ("Contractors") to provide the Permitted Use to residents of Deerfield Beach in the Permitted Area and to provide facility usage to support wellness and wellbeing within the City, subject to the terms and conditions set forth in this Agreement and subject to the CITY's approval of each Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer the Permitted Use at the Permitted Area in accordance with the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect upon the Effective Date and shall continue for a two-year term, unless terminated or renewed as permitted herein (the "Term"). The City Manager (or designee) and LICENSEE may renew this Agreement for two additional one-year terms by execution of a written Amendment signed by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting Permitted Use at the Permitted Area, LICENSEE shall pay a \$150.00 security deposit to the CITY.
- b. *Compensation.* LICENSEE shall pay to the CITY twenty percent (20%) of all fees and revenue LICENSEE earns or otherwise receives in connection with the Permitted Use. Such payment shall be made within fourteen (14) days of the end of each month. Payments shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit, should the CITY require one to be performed. The documentation provided to the CITY shall also include a roster listing each participant's home address and fee paid. Payments shall be made to the following:

Attention: Department of Financial Services
150 N.E. 2nd Ave.
Deerfield Beach, Florida 33441

- c. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the CITY with a copy of LICENSEE's non-profit corporate status and any reasonable supporting documentation that may be requested by the CITY to verify such status.
- d. *List of Licensee's Attendees.* Prior to the Permitted Use, LICENSEE shall provide the CITY with (i) a list of each individual that will be serving as a representative of LICENSEE and its Contractors, and (ii) a list of each participant in connection with LICENSEE's Permitted Use.
- e. *Scheduling.* CITY agrees to allow LICENSEE to use the Permitted Area on such days and at such times as are mutually agreed upon by the CITY and LICENSEE. The CITY agrees to waive any and all rental fees associated with LICENSEE's use of the Old School House and Permitted Area. It is understood by LICENSEE that it is one of many users of the Old School House and that the CITY may not in all cases be able to permit the exclusive use of the Old School House at all the times desired by LICENSEE. Moreover, the CITY reserves the right to use the Old School House and Permitted Area to meet its own operational and business needs, including without limitation for overflow for its City Commission meetings. For an avoidance of doubt, LICENSEE's use of the Old School House and the Permitted Area is limited and secondary to the CITY's use of the Old School House and Permitted Area.

LICENSEE shall provide a final schedule of the Permitted Use ("Notice of Facility Use") before the start of the first session for each separate contractual event or workshop, and thereafter on the first day of each calendar month for following month's use. At a minimum, the Notice of Facility Use (via a memo to the City Manager or designee) shall be submitted by LICENSEE for use of the Permitted Area a minimum of ten (10) calendar days in advance of usage. The Notice of Facility Use must specify the dates, times, number of participants and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. LICENSEE will submit the Notice of Facility Use to the City Manager or designee for review and approval or denial. The City Manager or designee will determine if the requested use conflicts with the regular operations of the City or with other City uses.

LICENSEE acknowledges that all City-run programs and functions take priority over scheduling of all other outside programming.

Upon receipt of the request, the City Manager or designee shall notify LICENSEE with two (2) business days if the Permitted Area is available on the dates and times requested.

- f. *Permitted Use.* LICENSEE is responsible to ensure the Permitted Area is only used in connection with the Permitted Use described in this Agreement and for no other purpose whatsoever without the prior written consent of the CITY.

The use of the Permitted Area by LICENSEE and Contractors shall, at all times, be in compliance with the laws of the State of Florida, local laws and CITY Code of Ordinances. LICENSEE shall require its instructors, agents, students, and invitees to follow all rules and regulations promulgated by CITY.

- g. The CITY shall have the continuing duty to maintain the Old School House and the Permitted Area within the Old School House in a safe condition and to ensure that all unsafe condition or defect in or upon City property is remedied and/or repaired. If in the course of its maintenance and operation, the CITY becomes aware of any dangerous or unsafe condition in or upon City property or equipment, CITY shall immediately correct the dangerous condition or prevent the use of Old School House or the Permitted Area or equipment by other persons so as not to endanger the life or safety of persons using these facilities or equipment. If in the course of LICENSEE's use and occupancy of the Old School House and the Permitted Area, LICENSEE becomes aware of any dangerous condition in or upon the Old School House, LICENSEE shall, immediately, notify the City Manager or his/her designee of such dangerous or unsafe condition and cease LICENSEE's use of the Old School House which is unsafe until such time as CITY corrects or remedies the condition. LICENSEE is responsible to ensure its contractor similarly notifies LICENSEE of any dangerous condition. The CITY shall have final determination as to what is deemed "unsafe." If the CITY is not notified by LICENSEE of such dangerous conditions, CITY shall not be liable to LICENSEE, its employees, agents, contractors, or invitees for loss, personal injury or damage.

LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending and/or participating in the Permitted Use.

- h. LICENSEE is responsible for all property placed on the premises of the Old School House. CITY assumes no responsibility whatsoever for any property placed on its premises by LICENSEE or its agents, employees, representatives, independent contractors or invitees.
- i. LICENSEE shall not construct or permit contractor, employees, agents, or invitees to construct any improvements upon the Old School House or more specifically the Permitted Area during the Term of this Agreement without prior written consent of CITY. Any improvement constructed upon the Old School House without prior written approval of the CITY shall be removed or relocated by LICENSEE within ten (10) calendar days of written demand by CITY.

- j. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area or the Old School House. In this regard, LICENSEE agrees not to cause damage to the interior or exterior of the Old School House or the surrounding area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area or Old School House. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages, open containers, or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Permitted Use that require an adjustment of security deposit returned at the conclusion of Permitted Use, LICENSEE shall pay any overages of fees within ten (10) business days of the conclusion of the Permitted Use.
- k. *Clean-up of Permitted Area.* Immediately after each use of the Permitted Area, LICENSEE shall be responsible for cleaning the areas used during the administration of the Permitted Use. LICENSEE further agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the CITY. LICENSEE, at the conclusion of each individual use in connection with the Permitted Use, must restore the site to a condition equal to that existing prior to the Permitted Use. LICENSEE shall pay all costs for the repair and replacement of CITY property that is damaged during the Permitted Use. LICENSEE is responsible to lock and unlock the Old School House for use by Contractors.
- l. Gambling is prohibited in all City facilities, including the Old School House.
- m. Profanity and disorderly conduct will not be tolerated. Whoever commits such acts that are of a nature to corrupt the public morals, outrage the sense of public decency or affect the peace and quiet of persons who may witness same, or engages in brawling or fighting, or activities with excessive loud music which degrade the quality of life, disturb public peace and jeopardize the health, safety or welfare of citizens, or engages in conduct as to constitute a hazard to the health, safety or welfare of others, shall upon due notice of violation be classified as a trespasser and ordered to leave. Violators will be automatically denied the Parks and Recreation Department's privileges for a period not less than 90 calendar days.

Section 5. Background Checks. LICENSEE shall comply with the CITY's Criminal Background Check Policy, Section 38-132 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a criminal background check for any person employed by or under contract with the LICENSEE, including but not limited to Contractors, and any LICENSEE representative, who will be in or on CITY property (each is a "Representative") and the results of such background checks shall be provided to the CITY prior to any Representative utilizing a CITY facility for Permitted Use.

- b. Representatives shall be prohibited from participating in activities at the Old School House if: (i) they have not had a current background check conducted in accordance with the Policy, or (ii) the results of their background check reveal any of the disqualification factors set forth in the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to Representative. Further, LICENSEE agrees to provide written notice to the CITY immediately upon LICENSEE'S knowledge of any occurrence that, under the Policy, would disqualify any Representative . The CITY shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the CITY certifying compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to the Permitted Use under this Agreement.

Section 6. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance and its Contractors' liability insurance upon execution of this Agreement and prior to any use in connection with the Permitted Use taking place. LICENSEE and its Contractors shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the Licensee's and Contractors' trainers and representatives and the participants who are participating in any Permitted Use.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30 calendar days prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's and Contractors' respective insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public for each occurrence and for all damages

to the property of others , including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, contractors, servants, or employees, or through the mere existence of the project under contract.

All policies shall be on an occurrence basis rather than a claims-made basis.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any Contractors, person(s) employed by LICENSEE, or Contractors, and any other person authorized by the LICENSEE to participate in the Permitted Use.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, contractors, or employees, or LICENSEE's use and occupancy of the Old School House or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive the CITY's rights and immunities under the common law or Section 768.28, Florida Statutes.

LICENSEE is required to ensure Contractors agree to a indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of Contractors or their officers, agents, or employees, or Contractors' use and occupancy of the Old School House or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action.

- d. *Assumption of the Risk.* Pursuant to Section 50-103 of the CITY's Code of Ordinances, liability of bodily injury, personal injury and property damage is assumed by the participating organization or groups utilizing a City facility, including the Old School House, and the acceptance of a facility use permit is the acknowledgement of the assumption of such risk and liability therefor and is also the agreement of such organization or group to hold the CITY harmless for such injury or damage, unless otherwise specified in writing.

Section 7. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses and permits for the Permitted Use.
- b. *Compliance with Rules and Regulations.* LICENSEE will abide by all Parks and Recreation Department Rules and Regulations, including such regulations set

forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.

- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent use of the Old School House. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Storage. The storage of materials and equipment belonging to LICENSEE or Contractors in the Old School House is prohibited unless approved by the City Manager or designee in writing in advance. The LICENSEE agrees to be solely responsible for LICENSEE's or Contractors' items on CITY property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

Section 9. Termination. This Agreement may be terminated by LICENSEE upon thirty (30) calendar days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional use of the Permitted Area. The CITY shall have the right in its sole discretion to terminate this AGREEMENT with or without cause by giving thirty (30) calendar days' notice to LICENSEE. If the CITY elects to terminate this AGREEMENT, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities by LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten (10) calendar days after written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities at the Permitted Area.

Section 10. Audit Rights and Retention of Records. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its Contractors that are related to the Permitted Use. The LICENSEE and its Contractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Permitted Use. All books, records, and accounts of the LICENSEE and its Contractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEE or its Contractors, as applicable, shall make same available at no cost to the CITY in written form.

The LICENSEE and its Contractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time. But, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts

shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its Contractors' records, the LICENSEE and its Contractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its Contractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY'S disallowance and recovery of any payment upon such entry.

Section 11. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 12. City Reservation of Rights. The CITY reserves the right to order any participant who is deemed by the CITY, in its discretion, to be a threat to any participant or the public or CITY property or who flagrantly violates CITY policies, rules or regulations relating to facility usage to leave CITY grounds.

Section 13. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

FOR LICENSEE:

FOR CITY:

David Santucci
City Manager
City of Deerfield Beach 150 N.E. Ave
Deerfield Beach, FL 33025

With A Copv to:

Anthony C. Soroka, Esquire
City Attorney
Weiss Serota Helfman Cole, & Bierman, PL.
2255 Glades Road, Suite 200-E, Boca Raton, FL 33431

Section 14. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Area is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Permitted Area in an "as is" condition.

Section 15. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, LICENSEE shall:

- a. Keep and maintain public records required by the CITY to perform the Permitted Use.

- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Term (and any Renewal Periods) and following completion of the Agreement if the LICENSEE does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 17. Miscellaneous.

- a. Entire Agreement. The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d. Governing Law. The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.

- e. Binding Effect. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, 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. It is the party's further intention that this Agreement be construed liberally to achieve its intent .
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i. Assignability. This Agreement is not assignable.

[THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK]

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND
DEERFIELD BEACH HISTORICAL SOCIETY**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

CITY OF DEERFIELD BEACH, FLORIDA, a
municipal corporation of the State of Florida

Heather Montemayor, City Clerk

David Santucci, City Manager

LICENSEE

DEERFIELD BEACH HISTORICAL
SOCIETY

Print: _____

Title: _____

Date: _____

Witnesses:

Print Name: _____

Date: _____

Print Name: _____

Date: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1723

Agenda Date: 3/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the renewal of the West Water Treatment Plant Underground Injection Control Operation Permit in an amount not to exceed \$40,289.00; providing for execution and an effective date. (Fund from account #401-5020-533-30-99 - Other Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$40,289.00

Account Name: Other Professional Services

Account Number: 401-5020-533-30-99

Background/History

The City of Deerfield Beach owns and operates a Class I industrial injection well system for disposal of membrane concentrate at the West Water Treatment Plant under The Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) operation permit 0128648-006-UO/11, issued February 4, 2019. Pursuant to the FDEP UIC permit, the City is required to submit an application for permit renewal at least 60 days prior to the expiration date of the current permit of February 4, 2024. Due to the nature of the injection well and the lengthy permit renewal process, the West Water Treatment Plant is requesting this process start in the FY 23 fiscal year. The permit renewal includes updates to the Operations and Maintenance (O&M) manual as required by FDEP, and updates to the injection wells overall and hydrogeological condition.

Current Activity

In accordance to the City's master CCNA continuing services contract dated April 12, 2021 and based upon RFQ #21-11-IG, city staff requested and received a scope of services proposal from Hazen and Sawyer for professional engineering and consulting services as it relates to the FDEP, UIC permit renewal. Due to the innate work required in renewing the UIC permit, Hazen and Sawyer was selected as the consultant as the most qualified firm that has historical and institutional knowledge relating to the injection well. Hazen and Sawyer was the lead engineer during the 2015 rehabilitation of the injection well as well as part of the 2019 initial permit process, the 2021 rerating, and the 2022 mechanical integrity test and plug and abandonment updates.

Recommendation

It is recommended that the City Commission approve the work authorization for professional engineering and consulting services with Hazen and Sawyer for the Underground Injection Control Project for permit number 0128648-006-UO/1I in accordance with the master CCNA continuing services contract, dated April 12, 2021.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HAZEN AND SAWYER, P.C. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE RENEWAL OF THE WEST WATER TREATMENT PLANT UNDERGROUND INJECTION CONTROL OPERATION PERMIT IN AN AMOUNT NOT TO EXCEED \$40,289.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City owns and operates a Class I industrial injection well system for disposal of membrane concentrate at the West Water Treatment Plant pursuant to the Florida Department of Environmental Protection Underground Injection Control operation permit (the “Permit”) issued on February 4, 2019; and

WHEREAS, in accordance with the Permit, the City is required to submit an application to renew the Permit at least 60 days prior to the date of expiration, which is February 4, 2024; and

WHEREAS, due to the nature of the injection well and the lengthy process to prepare and submit the required renewal application, which includes updating the Operations and Maintenance Manual and preparing updates to the injection wells overall and hydrogeological condition (the “Project”), staff has determined that this process should commence during FY 2023; and

WHEREAS, on April 6, 2021, the City Commission approved and authorized the execution of continuing services contracts with 52 firms to provide Professional Architectural and Engineering Services based upon RFQ No. 21-11-IG (the “RFQ”); and

WHEREAS, on April 12, 2021, the City entered into a continuing services agreement (the “Agreement”) with Hazen and Sawyer, P.C (“Hazen and Sawyer”) pursuant to the terms and conditions of the RFQ; and

WHEREAS, Hazen and Sawyer was determined by staff to be the most qualified continuing contract firm for this Project based on their historical and institutional knowledge of the City’s injection well, they served as the lead engineer during the 2015 rehabilitation of the injection well and were part of the 2019 initial permit process, the 2021 rerating, and the 2022 mechanical integrity test and plug and abandonment updates; and

WHEREAS, City staff requested a proposal from Hazen and Sawyer for this Project, the Department of Environmental Services negotiated a project scope and fee in the amount of \$40,289.00 with Hazen and Sawyer, and staff has determined this fee proposal to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a work authorization to Hazen and Sawyer under the terms and conditions of the Agreement and the Work Authorization, attached as Exhibit “1”, in an amount not to exceed \$40,289.00 (the “Work Authorization”); and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Hazen and Sawyer, attached as Exhibit “1”.

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 Work Authorization with Hazen and Sawyer, P.C., attached as Exhibit “1”, for the West Water Treatment Plant Underground Injection Control Operation Permit Project in an amount not to exceed \$40,289.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Hazen and Sawyer, 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 take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION

BETWEEN

THE CITY OF DEERFIELD BEACH

AND

HAZEN AND SAWYER

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

Hazen and Sawyer, a Florida Design Professional Services Corporation (DPC), with its business address located at 4000 Hollywood Blvd, Suite 750 N. Hollywood, FL 33021, hereinafter referred to as "Consultant".

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to 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 for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" 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 engineering services for the City, as more specifically described in the scope of services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, f 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 \$40,289.00 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 Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

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" 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
HAZEN AND SAWYER 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

By: Janeen Wietgrere

Name: Janeen Wietgrere, PE, PMP

Title: Vice President

This 21st day of February, 2023.

**EXHIBIT A
SCOPE OF SERVICES**

**CITY OF DEERFIELD BEACH
WORK AUTHORIZATION
*West Water Treatment Plan Injection Well IW-1, FDEP UIC Permit
Renewal Application***

Exhibit A-1

Hazen and Sawyer (CONSULTANT) is pleased to provide professional services as requested by the City of Deerfield Beach (CITY), in accordance with the terms and conditions of our continuing contract, "Agreement between the City of Deerfield Beach and Hazen and Sawyer for Consultant Services (CCNA) for Architectural and Engineering Services (Continuing Contract) pursuant to RFQ #21-11, Executed with the CITY on April 12, 2021 (the "Contract").

1. PROJECT BACKGROUND

The CITY owns and operates a Class I Industrial injection well system for disposal of membrane concentrate at the West Water Treatment Plant under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Operation Permit 0128648-006-UO/11, issued February 4, 2019. Pursuant to the DEP UIC permit, the City is required to submit an application for permit renewal at least 60 days prior to the expiration date of the current permit of February 4, 2024.

2. SCOPE OF SERVICES:

In general, the scope of services (SOW) is to prepare the application for permit renewal, coordinate with the FDEP, update the Operations and Maintenance (O&M) manual as required for FDEP permitting, and update the area of review for the injection well. Following submittal of the application, the CONSULTANT will provide post-application services, including responding to requests for additional information (RAIs) and reviewing draft permit documents. A more detailed presentation of the scope of services is provided in the following tasks:

Task 1 - Draft Permit Renewal Application

- CONSULTANT will attend a kickoff meeting at the CITY and discuss the permit application process and data required from the CITY.
- CONSULTANT will schedule and lead a pre-application teleconference with FDEP/Tallahassee. An agenda for the pre-application meeting will be prepared and sent to FDEP prior to the meeting.

- CONSULTANT will complete the FDEP Form 62-528.900, Application to Construct/Operate/Abandon Class I, III, or V Injection Well Systems.
- CONSULTANT will determine the area of review (AOR) radius and create an inventory of wells within the AOR radius of the deep injection well system.
- Wells will be identified on an AOR map and information (construction details, well use, and permit number) for each well will be summarized on an accompanying table.
- CONSULTANT will review and summarize documentation of mechanical integrity of the deep injection well system.
- CONSULTANT will develop tables and graphs of operating and monitoring data for the injection well and both zones of the dual-zone monitoring well DZMW-1, as well as for the on-site Upper Floridan Aquifer SFWMD monitoring wells BF-6 and FA-1, and pad monitoring wells. Interpretations of the data will be included with the application supporting information.
- CONSULTANT will review the existing injection well system monitoring program and recommend changes, if any.
- CONSULTANT will update, as needed for permitting, the injection well section of the existing O&M manual and record drawings previously provided to FDEP. The update will follow a checklist recently provided by FDEP.
- CONSULTANT will include the injection well system plugging and abandonment plan, estimated cost, and Local Government Guarantee forms, which will require execution by the CITY.

Deliverables:

- Kickoff meeting agenda and summary.
- Data request email.
- FDEP pre-application teleconference agenda and summary.
- Updated O&M manual
- Draft renewal application for CITY review and comment, including supporting information and draft transmittal letter (electronic format).

Task 2 - Final Permit Renewal Application

- Following the Draft Permit Renewal Application preparation, CONSULTANT will meet with the CITY to discuss the application. At this time, the CITY will ask questions and provide comments that the CONSULTANT will incorporate into the final draft to be submitted to the FDEP.
- CONSULTANT will provide the CITY deliverables required for the FDEP permit application. Deliverables will be drafted, finalized, and submitted to FDEP electronically (PDF format).

Deliverables:

- Final signed and sealed application package to include a complete application for permit renewal and supporting documents (electronic format).

Task 3 - Post Renewal Application Services

CONSULTANT will assist the CITY through the completion of the permit renewal process, which includes the following services:

- Responding to up to two (2) Requests for Additional Information (RAIs) from FDEP.
- Reviewing the Draft Permit prior to publication and communicating comments to FDEP.
- Reviewing the Notice of Intent to Issue and communicating comments to FDEP.
- Reviewing the Final Permit.

Deliverables:

- Responses for up to two (2) Requests Additional Information (RAI) from FDEP.
- Draft Permit, Notice of Intent and Final Permit review comments, if any.

3. BASIS OF COMPENSATION:

For the Scope of Services, the CONSULTANT will be compensated for the scope of work in Tasks 1-3 on a not-to-exceed lump sum basis, in accordance with the Contract. The estimated cost for the professional services described above is **\$40,088** ("Cost Estimate"). CONSULTANT believes this estimate is sufficient to complete the work and will use its best efforts to complete all necessary work within this Cost Estimate. In order to exceed the estimate, CONSULTANT will provide a factual basis for the reasons the estimate must be exceeded.

4. TIME OF PERFORMANCE:

The CONSULTANT and CITY will schedule a kick-off meeting within two (2) weeks of the Notice to Proceed (NTP) from the CITY. The CONSULTANT shall prepare and submit a draft Injection Well Operation Permit Renewal Application to the CITY within 120 calendar days from receipt of the Purchase Order and the requested documents from the CITY. The final Injection Well Operation Permit Renewal Application shall be submitted to FDEP by the CONSULTANT within two (2) weeks of receiving the CITY's draft comments and a PDF copy of the CITY's application fee payment to FDEP. The final Application must be submitted to FDEP at least 60 days prior to the expiration of the current permit dated February 4, 2024, or **not later than December 6, 2023**.

5. ASSUMPTION(S):

CONSULTANT's level of effort is based on the following key assumptions:

- The CITY will pay the permit renewal application fee of \$10,000 directly to FDEP.
- The CITY will provide the CONSULTANT with requested data and other operational or historical information.
- Data will be provided in Excel format.

- Based on the FDEP O&M Checklist, updates to the O&M manual are expected to be a moderate effort. A City requested new or improved digital O&M manual with Standard Operating Procedures will require an amendment to this authorization or a separate work authorization.
- Updates to record drawings will be redlined on existing PDF drawings. New AutoCAD files will not be created unless separately authorized by the CITY.
- Maps and cross sections will be reviewed and are not anticipated to be redrafted as a part of this effort.
- A public meeting is not required, provided the CITY is willing to republish the draft permit and schedule a public meeting in the event a meeting is requested during the public comment period. This level of effort assumes no public meeting.
- The last mechanical integrity test (MIT) was successfully completed in 2021 and, therefore, is not required to be completed until 2026.
- Well rehabilitation services are being provided under separate Work Authorizations.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1737

Agenda Date: 3/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement between the United Way of Broward County, Inc. and the City of Deerfield Beach to continue participation in the ReadingPals Program for the 2022-2023 school year for an amount not to exceed \$30,000.00; waiving the procurement code requirements for competitive solicitations; providing for execution, implementation and an effective date. (Funds from Account #001-1701-564-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: \$30,000

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

Account Name: Other Contractual Services

Background/History

In FY 2017/18, the City began participating in the United Way of Broward County (UWBC)-ReadingPals program. The program is an initiative that was introduced in 2012 by UWBC as a means to help improve the reading levels of elementary students in an effort to ensure more children are reading at grade level by the end of third grade and are exposed to the wonders of literature.

The program focuses on ensuring children are exposed to the wonders of literature and are reading at grade level at the end of third grade. UWBC screens, engages, trains, and deploys volunteer "reading pals/reading coaches" in our community who dedicate one hour a week for 25 weeks to meet with at-risk children to improve participating children's literacy and language skills and provide the individual attention many children need to thrive. The program also provides approximately 17 books for each child to take to a home library.

Current Activity

The City recently completed its 4th year of participating in the ReadingPals Program at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary. For the 2022/2023 school year, City staff is requesting to continue offering Reading Pals at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary. The new agreement is \$30,000. For each school, the program includes 20 first and/or second grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPal student, free books for all first-grade students, plus literacy family night events.

Pursuant to Sec. 38-118 of the City Code, the City Commission may waive all or specific provisions of Article IV, Chapter 38 of the Code ("Procurement Code") but only if the City Commission finds that it is in the best interests of the City to do so, and that the waiver will not inure to the financial disadvantage of the City.

The city staff is requesting that the City Commission waive the competitive solicitation requirements in Sec 38-127 of the Procurement Code with regard to the Purchase.

Recommendation

Staff recommends Commission approval of the agreement between the City of Deerfield Beach and the United Way of Broward County to continue the City's participation in the ReadingPals program for the 2022/2023 school year.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE UNITED WAY OF BROWARD COUNTY, INC. AND THE CITY OF DEERFIELD BEACH TO CONTINUE PARTICIPATION IN THE READINGPALS PROGRAM FOR THE 2022-2023 SCHOOL YEAR FOR AN AMOUNT NOT TO EXCEED \$30,000.00; WAIVING THE PROCUREMENT CODE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) previously created an education initiative to promote quality education, encourage community involvement, and support local public schools through developing relationships with Broward County School Board, local public schools in Deerfield Beach, Broward Children’s Service Council, Early Learning Coalition, and other community organizations; and

WHEREAS, as part of its education initiative, for the last four years, the City has participated in the ReadingPals Program at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary; and

WHEREAS, the ReadingPals Program is an early literacy initiative focused on screening, educating, training and deploying volunteer reading coaches who meet weekly with at-risk children to improve the participating children’s literacy and language skills to ensure children are exposed to the wonders of literature and are reading at grade level at the end of third grade; and

WHEREAS, City staff requests the City continue to participate in the ReadingPals Program for the 2022-2023 school year at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary; and

WHEREAS, pursuant to Sec. 38-116(3)(e) of the City Code, the City may acquire or contract for non-real property, goods, or services without utilizing a sealed competitive method or the written quotations method where the city commission declares by a majority affirmative vote that the sealed competitive method or the written quotations method is not in the best interest of City, and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, City staff believes that it is in the best interest of the City to approve the Agreement with the United Way of Broward County, Inc. (“United Way”), attached as Exhibit “A”, (the “Agreement”) to continue the City’s participation in the ReadingPlus Program for the 2022-2023 school year for an amount not to exceed \$30,000; and

WHEREAS, based on the foregoing, City staff requests that the City Commission waive the competitive selection requirements in Section 38-127 of the Procurement Code (collectively, the “Requirements”) with regard to 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 finds that it is in the best interests of the City to waive the Requirements with respect to the Agreement and services to be provided thereunder, and that said waiver will not inure to the financial disadvantage of the City. The City Commission hereby waives the Requirements with respect to the Agreement and services to be provided thereunder.

Section 3. The City Commission hereby approves the Agreement with the United Way, attached as Exhibit “A”, to continue the City’s participation in the ReadingPlus Program for the 2022-2023 school year for an amount not to exceed \$30,000.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE UNITED WAY OF BROWARD COUNTY

This Agreement is entered into the United Way of Broward County, Inc. ("United Way") and the City of Deerfield Beach (the "City"), with each being referred to herein as a "Party" or collectively as the "Parties" as follows:

WHEREAS, in an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening "ReadingPals" – an early literacy initiative focused on screening, engaging, training, and deploying volunteer "reading coaches" in our community; and

WHEREAS, following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children's literacy and language skills, and provide the individual attention many children need to thrive; and

WHEREAS, in FY 2017, the City of Deerfield Beach created an education initiative to promote quality education, encourage community involvement, and support local public schools through developing relationships with Broward County School Board, local public schools in Deerfield Beach, Broward Children's Service Council, Early Learning Coalition, and other community organizations; and

WHEREAS, the ReadingPals Program (the "Program") will assist the City in achieving the goals of the initiative; and

WHEREAS, the City is prepared to fund the Program in the amount of \$30,000 and the location of Program shall be at Park Ridge, Deerfield Park, and Deerfield Beach Elementary schools in the City of Deerfield Beach.

Now therefore be it agreed by and between the parties as follows;

1. The above representations are true and correct and made a party hereof as if fully set forth therein.
2. The services set forth herein shall be performed during the 2022-2023 school year at Park Ridge, Deerfield Park, and Deerfield Beach Elementary Schools in the City of Deerfield Beach and are subject to the cooperation of the Broward County School Board.
3. The program shall be operated by the United Way as follows:

A. Introduction:

In an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening "ReadingPals" – an early literacy initiative focused on screening, engaging, training and deploying volunteer "reading coaches" in our community. Following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children's literacy and language skills and provide the individual attention many children need to thrive.

We welcome the desire from the City of Deerfield Beach for the expansion of the ReadingPals program to serve additional schools in the City of Deerfield Beach.

Implement ReadingPals at three Public Schools located in Deerfield Beach during the 2022-2023 School year

(Each Schools-Includes 20 first and/or second grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPals student, free books for all first-grade students plus literacy family night events.)

B. Need:

There is a striking disparity in access to books at home between children of middle- and low-income households; the average middle-income home has 54 age-appropriate books for children, while a low-income home has 0-2. ^[1]

A child from a middle-income family typically enters first grade with about 1,000 hours of one-on-one picture book reading time with parents, other relatives, or teachers, compared with a child from a low-income family, who averages less than 100 hours. Further, first graders from lower-income families have a vocabulary half the size of children from higher-income families. By age 3, children in low-income homes will have heard one-third as many words as children in middle and high-income homes (10 million versus 30 million words).

There are multiple factors contributing to this disparity. Many children from low-income homes are also from at-risk homes with parents/caregivers who are non-English speaking, often absent from home and/or illiterate. Because books are scarce in these homes and children lack one-on-one time with an adult caregiver and the family support and encouragement to read and learn, these children often fall behind. According to the Broward County School Board, only 56% of Broward County students are at grade level by 3rd grade.

C. Program/Project

Overview:

To be run from October (2022) through June (2023), by the United Way ReadingPals this early learning initiative focuses on parent engagement and literacy at participating schools and childcare centers. United Way shall retain all supervisors, instructors, and coaches necessary to operate the Program. All said personnel shall be properly screened to assure the safety of the participating children.

The ReadingPals reading coach will provide practice with oral reading, meaningful discussion on book content, simple reading instruction, and confidence-building motivation. The ReadingPals initiative will focus on children under the age of five in the schools and Pre-K childcare center. Participating children will be paired with a trained ReadingPals volunteer for a 25-week period who will read to the child and provide coaching for 60 minutes each week. The volunteer will communicate closely with the teacher to address any concerns that may arise.

Curriculum

The United Way's ReadingPals curriculum is built around the practices of *Dialogic Reading*. *Dialogic Reading* is an interactive shared picture book reading practice

^[1] (Discussion Guide Series: Ensuring Success for Young Children: Early Childhood Literacy, November 2008)

designed to enhance young children's language and literacy skills. During the shared reading experience, the ReadingPals volunteer and child actively read books together, switching roles so the child learns to be the storyteller. The ReadingPals volunteer provides support by functioning as an active listener and questioner. Volunteer and child guides are provided with books including background information on the text and topic, questions to promote deeper understanding and text-based connections, springboards for mentoring moments, parenting tips, and extension activities. A focus is also placed on foundational reading skills, (letter names, sounds, concepts of print, rhyming words, phonemic awareness, sight words, etc.), with specific strategies for differentiating the focus of instruction to meet the child's needs. Strategies and resources supporting the development of the foundational skills will be added to the volunteer professional development and resources.

The curriculum follows the guidelines of the Common Core State Standards in English Language Arts. A balance of literacy and informational text was selected, and the principles of close reading and interdisciplinary instruction have been embedded in the volunteer training and guides. Text was selected with careful consideration to the qualitative and quantitative aspects of the Common Core State Standards and Text Complexity guidelines.

A total of 17 books are read throughout the year to each student. At the end of the 25 weeks, each participating child receives these books to add to their home library collection and a guide for their family to follow and reinforce concepts at home.

Staffing:

Volunteer Recruitment, Training and Communication:

United Way will train the City of Deerfield Beach staff, community groups and businesses wishing to be part of the ReadingPals program expansion.

ReadingPals volunteers participate in two-hour training with Broward County Public Schools and United Way staff. Volunteers are also screened, fingerprinted and registered with the School Board of Broward County Florida (Free for volunteers). ReadingPals follow a curriculum and receive a tool kit for use during their visits with children. The tool kit includes program guide, student ReadingPals t-shirts, guidelines, a session tracking notebook for communication with teacher/and or parents, stickers, pencils and crayons. Regular communication is accomplished through a ReadingPals newsletter, meetings with teachers and monitoring by phone and in person.

4. The City shall cooperate with the United Way, with the understanding that the City's total funding obligation shall not exceed \$30,000, and that it shall be the responsibility of the United Way to implement and operate the Program.

City is a state agency as defined in Chapter 768.28, Florida Statutes, as amended, and United Way is a 501(c)(3), Not for Profit Corporation. Each agrees to be fully responsible for acts and omissions of their own officials, agents, employees, or volunteers to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as a waiver of the City's sovereign immunity.

5. The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of breach of this Agreement.
6. The City may, through its City Manager, for its convenience and without cause, terminate the Agreement at any time during the Term October 1, 2022 through June 1, 2023 by giving written notice to the United Way of such termination; which shall become effective ten (10) days following receipt by United Way of such notice.
7. If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.
8. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.
9. United Way agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the services covered by this Agreement, regardless of the applicable jurisdiction.
10. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
11. The preparation of this Agreement has been a joint effort of the parties hereto 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.
12. United Way understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City contracts, subjects 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. United Way's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

13. United Way certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the United Way or its subcontractors are found to have submitted a false certification; or if the United Way , or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

The United Way agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

14. United Way 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. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by United Way, United Way may not be awarded a public contract for a period of 1 year after the date of termination.

City of Deerfield Beach

ATTEST:

Heather Montemayor, City Clerk

By _____
Bill Ganz, Mayor

____ day of _____, 20____.

By _____
Approved as To Form and Legality
Anthony Soroka, City Attorney

United Way of Broward County

Kathleen Cannon-CEO/President-United
Way of Broward County

Witness
Date:

By: _____

Date:

Witness
Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1734

Agenda Date: 3/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement with Broward County and the Broward Municipalities to reestablish, reimpose and relevy the current one-cent (\$0.01) local option gas tax and provide for distribution of the proceeds of the fifth cent additional local option gas tax on motor fuel through December 31, 2053; authorizing execution of the Interlocal Agreement; 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

Pursuant to Section 336.025(1)(b), Florida Statutes, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25 (the "Ordinance"), effective January 1, 2001 through December 31, 2030, extending the levy of the additional fifth-cent local option gas tax (the "Gas Tax") for 30 years and providing for a method of distribution of the proceeds of the Gas Tax. In accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the "Interlocal Agreement").

On January 24, 2023, the Board of County Commissioners directed their staff to prepare the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which is set to expire on December 31, 2030. The County proposes to enter into the attached Interlocal Agreement that will reestablish, reimpose, and relevy the local option gas taxes under the terms set forth in the attached Agreement. Pursuant to Paragraph 8 of the attached Interlocal Agreement, the prior Interlocal Agreement executed between the County and the Municipalities in connection with the Prior Ordinance No. 2000-25 will be terminated effective 11:59 p.m. on December 31, 2023, and the attached Interlocal Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of 30 years.

Broward County, through its Local Option Gas Tax Ordinance, levies a tax of 5 cents per gallon on motor fuel. Broward County retains 74% of total taxes collected, while the remaining 26% is allocated amongst the various municipalities within the County, based on population figures that are published annually by the University of Florida Bureau of Economics and Business Research (the "BEBR"). To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the fifth cent gas tax will take place based on BEBR updated population figures without the need for an

annual update to the interlocal agreement each year. The allocation will be based on the annual BEBR population figures as of April 1 of each year. The County will notify the City annually of the updated distribution formula.

Approval of the Interlocal Agreement by the City Commission will provide for the local option gas tax revenue for the Fiscal Year 2024 budget. The amount included in the City's budget will be determined by the State of Florida and be available in June 2023. This funding is restricted for the operation and maintenance of the City's streets and roadways.

The distribution is based upon a formula whereby the City's population is divided by the total incorporated area's population and then multiplied by a relevant percentage. The relevant percentage that the City will be receiving is 1.164385% of the total tax levied by the County for the FY 2024 budget.

Current Activity

The funds received from the City's share of the fifth cent additional local option gas tax will be used to support the operations of the City's Road & Bridge Fund.

FY2023 Projected	\$475,918
FY2022 Actual	\$572,365
FY2021 Actual	\$504,838

Recommendation

Staff recommends that the City Commission approve the attached Interlocal Agreement with Broward County and the Broward municipalities for distribution of the proceeds of the fifth cent additional local option gas tax.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND THE BROWARD MUNICIPALITIES TO REESTABLISH, REIMPOSE AND RELEVY THE CURRENT ONE-CENT (\$0.01) LOCAL OPTION GAS TAX AND PROVIDE FOR DISTRIBUTION OF THE PROCEEDS OF THE FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL THROUGH DECEMBER 31, 2053; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes Broward County (the “County”) to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed 30 years on a majority vote of the governing body of the County; and

WHEREAS, pursuant to Section 336.025(1)(b), Florida Statutes, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25 (the “Ordinance”), effective January 1, 2001 through December 31, 2031, extending the levy of the additional fifth-cent local option gas tax (the “Gas Tax”) for 30 years and providing for a method of distribution of the proceeds of the Gas Tax; and

WHEREAS, in accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the “Original Interlocal Agreement”); and

WHEREAS, paragraph 4 of the Original Interlocal Agreement required annual adjustments of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR”); and

WHEREAS, in 2022, the City executed the 2022 Amendment to the Original Interlocal Agreement, which amended the Gas Tax distribution figures and incorporated the latest population figures from BEBR (the “2022 Amendment”); and

WHEREAS, the 2022 Amendment provided for the County to receive 74% of the Gas Tax proceeds and for the municipalities in Broward County, including the City, to receive the remaining 26% of the total Gas Tax proceeds; and

WHEREAS, on January 24, 2023, the Board of County Commissioners directed County staff to prepare an early renewal of the “transit” one cent local option gas tax, and the current agreement expires on December 31, 2030; and

WHEREAS, the County has proposed that the current additional one-cent (\$0.01) local option gas tax that expires on December 31, 2030, established by the Ordinance, be reestablished, reimposed, and relevied through December 31, 2053 and the distribution formula remains at 74% of the Gas Tax Proceeds to be received by the County and the remaining 26% of the total Gas Tax Proceeds to be received by the municipalities in Broward County, however, in lieu of annual updates to the Interlocal Agreement each year, the allocation of proceeds to the municipalities will be based upon the annual Bureau of Economic and Business Research (the “BEBR”) population figures as of April 1 of each year; and

WHEREAS, the Interlocal Agreement, attached as Exhibit “A”, (the “Interlocal Agreement”) will become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, and the Original Interlocal Agreement executed by the parties in connection with the Ordinance is terminated effective 11:59 p.m. on December 31, 2023; and

WHEREAS, City staff recommends that the City Commission approve the Interlocal Agreement with the County and the Broward municipalities, 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 the Interlocal Agreement with Broward County and the Broward Municipalities, attached as Exhibit “A.”

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

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

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

CITY OF DEERFIELD BEACH, through its City Commission, signing by and through its
Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20____

CITY

ATTEST:

CITY CLERK

CITY OF DEERFIELD BEACH, a municipal
corporation

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

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

City Attorney

Designated Address for Notices (include e-mail address(es)):



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1735

Agenda Date: 3/7/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement with Broward County and the Broward Municipalities to reestablish, reimpose and relevy the distribution of the proceeds of the three cent additional local option gas tax on motor fuel; authorizing execution of the Interlocal Agreement; 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

Pursuant to Section 336.025(1)(b), Florida Statutes, the Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, (the "Ordinance") effective January 1, 1994 through December 31, 2023, imposing the levy of a three-cent local option gas tax (the "Gas Tax") for 30 years and providing for a method of distribution of the proceeds of the Gas Tax. In accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the "Interlocal Agreement").

On January 24, 2023, the Board of County Commissioners directed their staff to prepare the renewal of the "additional" three-cent local option gas tax, which was levied in 1994 for a period of 30 years and is set to expire on December 31, 2023. The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements.

Broward County, through the Ordinance, levies a tax of three (3) cents per gallon on motor fuel. Broward County retains 48.73% of total taxes collected, while the remaining 51.27% is allocated amongst the various municipalities within the County, based on population figures that are published annually by the University of Florida Bureau of Economics and Business Research (the "BEBR"). To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement that made adjustments based on BEBR, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's share of the three-cent gas tax will take place based on BEBR updated population figures without the need for an annual update each year. The County will notify the City annually of the updated distribution formula. The County has prepared the attached Interlocal Agreement renewal.

The relevant percentage that the City will be receiving is 2.296007% for Fiscal Year 2024.

Current Activity

The funds received from the City's share of the three-cent additional local option gas tax will be used to support the operations of the City's Road & Bridge Fund.

FY2023 Projected	\$671,438
FY2022 Actual	\$745,700
FY2021 Actual	\$729,367

Recommendation

Staff recommends that the City Commission approve the new Interlocal Agreement with Broward County for distribution of the proceeds of the three-cent local option gas tax.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND THE BROWARD MUNICIPALITIES TO REESTABLISH, REIMPOSE AND RELEVY THE DISTRIBUTION OF THE PROCEEDS OF THE THREE CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes Broward County (the “County”) to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed 30 years on a majority vote of the governing body of the County; and

WHEREAS, pursuant to Section 336.025(1)(b), Florida Statutes, the Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, (the “Ordinance”) effective January 1, 1994 through December 31, 2023, imposing the levy of a three-cent local option gas tax (the “Gas Tax”) for 30 years and providing for a method of distribution of the proceeds of the Gas Tax; and

WHEREAS, in accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the “Original Interlocal Agreement”); and

WHEREAS, paragraph 3 of the Original Interlocal Agreement required annual adjustments of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR”); and

WHEREAS, the County has proposed that the current additional three-cent (\$0.03) local option gas tax that expires on December 31, 2023, established by the Ordinance, be reestablished, reimposed, and relieved through December 31, 2053 and the distribution formula remains at 48.73% of the Gas Tax Proceeds to be received by the County and the remaining 51.27% of the total Gas Tax Proceeds to be received by the municipalities in Broward County, however, in lieu of annual updates to the Interlocal Agreement each year, the annual allocation of proceeds to the municipalities will be based upon the annual Bureau of Economic and Business Research (the “BEBR”) population figures as of April 1 of each year; and

WHEREAS, the Interlocal Agreement, attached as Exhibit “A”, (the “Interlocal Agreement”) will become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053; and

WHEREAS, City staff recommends that the City Commission approve the Interlocal Agreement with the County and Broward municipalities, 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 hereof.

Section 2. The City Commission hereby approves the Interlocal Agreement with Broward County and the Broward Municipalities, attached as Exhibit “A.”

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY
GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a three-cent (\$0.03) local option gas tax on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current three-cent (\$0.03) local option gas tax expiring December 31, 2023, be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the three-cent (\$0.03) local option gas tax to be used for transportation expenditures and to allocate the proceeds of the local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Forty-eight and Seventy-three One-

hundredths percent (48.73%) to the County, and Fifty-one and Twenty-seven One-hundredths percent (51.27%) to the Municipalities.

- 3.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
- 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
- 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the three-cent (\$0.03) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
7. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

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

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION
GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

CITY OF DEERFIELD BEACH, through its City Commission, signing by and through its
Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20____

CITY

ATTEST:

CITY CLERK

CITY OF DEERFIELD BEACH, a municipal
corporation

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

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

City Attorney

Designated Address for Notices (include e-mail address(es):



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1742

Agenda Date: 3/7/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Purchase and Sale Agreement with MBA Development Partners of Florida, LLC, for the sale of city property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC, subject to referendum approval; providing for execution, 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: \$6.5 Million in revenue to the City at closing.

Background/History

The City owns a +/-3.75 acre parcel located at 1045 SW11th Way in Deerfield Beach (the "Property"). The Property was subject to a lease with the Florida Atlantic Research and Development Authority (and subsequent sublessees) with the expectation that the lessee would develop the Property. The lease to the Property had been extended several times since 2005, 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 Property. Prior to the denial, the lessee proposed paying the City \$3.2 million to extend the lease and time for development to develop 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 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 the Property to be developed by a private entity. Pursuant to Section 7.09 of the City Charter, the sale of any city-owned property with a market value greater than \$750,000 must be approved by a majority of the qualified electors of the City voting at a regular city, general or special election.

In May 2022, 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 issued Invitation to Bid #22-41-PC (the "ITN") for the sale of the City-owned Property. 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 unsealed the six (6) responses that were timely received and reviewed the responses to ensure they met the ITN requirements. 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. The Evaluation Committee meetings for the oral presentations and re-ranking the shortlisted firms based upon the oral presentations were held on November 16, 2022, to score the responses based on the weighted criteria stated in the ITN.

Following the presentations and final rankings, the Evaluation Committee forwarded their recommendation to the City Commission to approve their rankings with MBA Development Partners of Florida, LLC, ("MBA") as the top-ranked firm.

Current Activity

On December 6, 2022, the City Commission approved the Evaluation Committee's final rankings and authorized the City Manager and City Attorney to negotiate the key business terms with MBA, the top-ranked firm, for MBA's purchase of the Property from the City, subject to referendum election approval (scheduled for March 14, 2023). On December 14, 2022, the City Commission approved the key business terms for the City's sale of the property to MBA and authorized the City Manager and City Attorney to negotiate 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.

City staff and MBA have negotiated a Purchase and Sale Agreement, attached as Exhibit "A", for the sale of the Property to MBA, subject to referendum approval. The Purchase and Sale Agreement is consistent with the terms of the ITN and the key business terms previously approved by the City Commission.

The referendum election to be held on the Property sale pursuant to Section 7.09 of the City Charter is scheduled for March 14, 2023. In the event the Property sale is approved by the majority of the electors at the referendum election, MBA shall deposit 5% of the purchase price (equal to \$325,000) (the "Deposit"), within three business days of such referendum approval, and the City and MBA shall proceed under the terms of the Purchase and Sale Agreement. In the event the Property sale is not approved by a majority of the electors at the referendum election, then the Purchase and Sale Agreement shall terminate and the City shall return MBA's \$80,000 referendum election deposit to MBA.

The Purchase and Sale Agreement provides for a 60 day Buyer due diligence period that commences upon approval of the Agreement by the City Commission. Commencing on the day after the Due Diligence Period, the Buyer (MBA) will have fifteen months, subject to extension by the Parties as provided in the Agreement, ("Entitlement Period") for Buyer to obtain the Final Development Approvals (Land Use, Rezoning, Plat, Site Plan) for the Development. During the Entitlement Period, MBA is required to diligently pursue such Final Development Approvals with plans generally consistent with MBA's Development Proposal to the City. If MBA fails to obtain the Final Development Approvals within the Entitlement Period (as may be extended by the parties) after diligently pursuing such approvals, either party may terminate the Agreement. The closing on the Property is to occur within 60 days of MBA obtaining the Final Development Approvals.

Under the Agreement, MBA agrees to provide \$7,500,000 in community enhancements during development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of a required development agreement to be negotiated between the parties during the development

review process and executed prior to Closing.

MBA's Development of the Property, and the City's consideration of all the related development applications submitted to the City for the Development ("City Development Applications"), is subject to all required public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by the Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications.

(See also the enclosed Purchase and Sale Agreement, and Memo from the City Attorney's Office, with a further summary of the key terms of the Purchase and Sale Agreement).

Recommendation

Staff recommends approval and authorization to execute the Purchase and Sale Agreement with MBA for sale of the Property, contingent upon approval of the voters of Deerfield Beach in the March 14, 2023, city-wide regular election.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PURCHASE AND SALE AGREEMENT WITH MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, FOR THE SALE OF CITY PROPERTY LOCATED AT 1045 SW 11TH WAY TO MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, SUBJECT TO REFERENDUM APPROVAL; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid #22-41-PC (the “ITN”) for the sale of City owned property consisting of approximately 3.75 acres and located at 1045 SW 11th Way, Deerfield Beach (the “Property”); 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 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 forwarded their recommendation to the City Commission to approve their rankings with MBA Development Partners of Florida, LLC, (“MBA”) as the top ranked firm; and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee’s final rankings and authorized the City Manager and City Attorney to negotiate the key business terms with MBA, the top ranked firm, for MBA’s purchase of the Property from the City, subject to referendum election approval (scheduled for March 14, 2023); and

WHEREAS, on December 14, 2022, the City Commission approved the key business terms for the City’s sale of the property to MBA, and authorized the City Manager and City Attorney to negotiate 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

WHEREAS, City staff and MBA have negotiated a Purchase and Sale Agreement, attached as Exhibit “A”, for the sale of the Property to MBA, subject to referendum approval, consistent with the terms of the ITN.

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 Purchase and Sale Agreement with MBA, attached as Exhibit “A”, 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.

Section 3. The Mayor and City Manager are hereby authorized to execute the Purchase and Sale Agreement with MBA, 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 including, but not limited to, executing the necessary documents as required by the Purchase and Sale Agreement and otherwise implementing the City’s obligations under the Purchase and Sale Agreement.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



MEMORANDUM

To: Mayor and City Commission, City of Deerfield Beach

From: Anthony C. Soroka, City Attorney

Date: February 23, 2023

RE: Purchase and Sale Agreement for 1045 SW 11th Way – Summary of Terms

The City owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the "Property"). The City issued ITN #22-41-PC (the "ITN") to solicit proposals to purchase the Property from the City. MBA Development Partners of Florida, LLC (the "Buyer") submitted a purchase and development proposal, including development plans for a mixed-use development on the Property, in response to the ITN and provided a presentation to the City Commission regarding their proposal (collectively, the "Development Proposal"). The Buyer desires to purchase the Property to develop the Property in a manner substantially consistent with the Buyer's Development Proposal, subject to applicable land use, zoning and other development approvals, conditions, and requirements imposed by governmental agencies with jurisdiction (the "Development").

On December 15, 2022, the City Commission approved the award of the ITN to Buyer, approved the key business terms for the Purchase and Sale Agreement between the City and Buyer for the sale of the Property to Buyer, and called for a referendum election to allow the City's qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to Buyer in accordance with Section 7.09(2) of the City Charter (the "Referendum Election"). The City Commission also authorized the City Manager and City Attorney to negotiate a purchase and sale agreement with Buyer to purchase the Property from the City, subject to referendum approval.

The parties have negotiated a Purchase and Sale Agreement, attached as Exhibit "A" to the corresponding agenda item (the "Agreement"). The key terms of the Agreement are summarized as follows:

- 1) Purchase Price: \$6,500,000. *(See Article 2.1).*
- 2) Referendum Election Contingency: Pursuant to Section 7.09 of the City Charter, the Property sale is contingent on the sale being approved by a majority of the qualified electors of the City voting in the March 14, 2023 Referendum Election. If the sale is not approved at the Referendum Election, the Agreement immediately terminates and City shall return the Referendum Deposit to Buyer. If the sale is approved at the Referendum Election, the Development of the Property remains subject to all applicable public hearings and development related approvals and findings. *(See Article 1.2).*

- 3) Deposit: \$325,000 (5% of purchase price) due within 3 business days of approval of the Property sale at the Referendum Election. *(See Article 2.2.1).*
- 4) Due Diligence Period: The Due Diligence Period is the 60 day period from the date the City Commission approves the Agreement. Buyer may conduct inspections on the Property and may terminate the Agreement during the Due Diligence Period if the Buyer determines, in its reasonable discretion, that the Property's physical condition is not suitable for the Development, by providing written notice of such determination and the basis of such determination to the Seller within the Due Diligence Period. In the event of such termination, the Buyer shall receive the Deposit back from the City within 30 days of such termination. *(See Articles 6.1 and 6.5).*
- 5) Community Enhancements: Buyer agrees to provide \$7,500,000 in community enhancements during Buyer's development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties during the development review process and executed prior to Closing. *(See Articles 9.4 and 15.5; See also Article 7.5(a)).*
- 6) Development of Property and Development Applications: Buyer's Development of the Property, and the City's consideration of all the related Development applications submitted to the City for the Development ("City Development Applications"), is subject to all required public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by this Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications. *(See Article 15.20).*
- 7) Entitlement Period/Extensions: Commencing on the day after the date that the Due Diligence Period expires, the Buyer will have fifteen months, subject to extension by the Parties, (the "Entitlement Period") for Buyer to obtain the Final Development Approvals for the Development. During the Entitlement Period, Buyer shall diligently pursue such Final Development Approvals with plans generally consistent with the Development Proposal.

Provided that Buyer is diligently pursuing the Final Development Approvals during the Entitlement Period and provides reasonable supporting documentation to the Seller's City Manager verifying same, the Entitlement Period shall automatically be deemed extended for up to an additional six months (for a total of 21 months from the date of expiration of the Due Diligence Period) in order to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. Any further extension of the Entitlement Period shall require prior written agreement by the Parties. *(See Articles 7.2 & 7.6).*

- 8) City's Termination Rights: The City may elect to terminate the Agreement, in City's sole discretion, by providing written notice to Buyer, if:
 - a. The Buyer fails to execute a Development Agreement, in a form reasonably acceptable to the Buyer's counsel and the City Attorney, prior to or at the time of obtaining the Final Development Approvals, that obligates the Buyer to provide the \$7,500,000 in community enhancements;

- b. Buyer fails to obtain the Final Development Approvals within the Entitlement Period;
or
 - c. Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. *(See Article 7.5).*
- 9) Buyer's Termination Right as to Final Development Approvals: Provided that Buyer has diligently pursued the Final Development Approvals, and in the event any of the Final Development Approvals are denied by the applicable governmental entity with jurisdiction during the Entitlement Period, Buyer may elect to terminate, in its sole discretion, this Agreement by providing written notice to Seller during the Entitlement Period. In the event of such termination, Buyer shall receive a return of the Deposit. *(See Article 7.4).*
- 10) Cooperation: In that the City is the owner of the Property and the Buyer will be the entity responsible for obtaining the Final Development Approvals, the City will cooperate with the Buyer to execute all the necessary development related applications and paperwork for the Development as owner of the Property. Seller shall diligently review and evaluate the Development applications or petitions that are required to be processed by the City, in accordance with all applicable City codes and regulations and Florida law, and Buyer shall diligently respond to the Seller's review comments generated from Seller's review of such applications. *(See Article 7.3).*
- 11) Closing: The Closing on the Property is to occur on or before 60 days following Buyer obtaining the Final Development Approvals for Development of the Property in a manner substantially consistent with Buyer's Development Proposal to the City. *(See Article 3.2).*
- 12) Remedies: In the event the Buyer defaults under the Agreement, the City shall be entitled to receive the Deposit as liquidated damages. In the event that the City defaults under the Agreement, the Buyer may elect to either terminate the Agreement or seek specific performance of the Agreement. *(See Article 14).*

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT for Purchase and Sale (“**Agreement**”) by and between the CITY OF DEERFIELD BEACH, a Florida Municipal Corporation (“**City**”), with offices located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (“**Seller**”), and MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a Florida limited liability company with offices located at 888 SE 3rd Avenue, Suite 200, Fort Lauderdale, FL 33316 (“**Buyer**”), is entered into as of the last date of execution by any party to this Agreement (“**Effective Date**”). Seller and Buyer are each sometimes referred to as a “Party” and together as the “Parties.”

WHEREAS, the City owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the “Land”), as legally described in the attached Exhibit “A”; and

WHEREAS, the City issued ITN #22-41-PC (the “ITN”) to solicit proposals to purchase the Land from the City; and

WHEREAS, Buyer submitted a purchase and development proposal, including development plans for a mixed-use development on the Land, in response to the ITN and provided a presentation to the City Commission regarding their proposal (collectively, the “Development Proposal”); and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee’s final Rankings and authorized the City Manager and City Attorney to negotiate the key business terms and a purchase and sale agreement with Buyer, the top ranked firm, to purchase the Land from the City, subject to referendum election approval; and

WHEREAS, Section 7.09(2) of the City Charter requires any sale of City owned property with a fair market value in excess of \$750,000.00 to be approved by a majority of the qualified electors of the city voting at a regular city, general or special election; and

WHEREAS, on December 15, 2022, the City Commission approved the award of the ITN to Buyer, approved the key business terms for the Purchase and Sale Agreement between the City and Buyer for the sale of the Land to Buyer, and called for a referendum election to allow the City’s qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to Buyer in accordance with Section 7.09(2) of the City Charter (the “Referendum Election”); and

WHEREAS, Buyer desires to purchase the Property to develop the Property in a manner substantially consistent with the Buyer’s Development Proposal, subject to applicable land use, zoning and other development approvals, conditions, and requirements imposed by governmental agencies with jurisdiction (the “Development”).

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Purchase and Sale. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and accept from Seller, in consideration of the covenants contained in this Agreement and subject to the terms and conditions set forth in this Agreement, that certain real property located at 1045 SW 11th Way, Deerfield Beach, Broward County, Florida, consisting of approximately three and seventy-five hundredths (3.75) acres, and more particularly described on Exhibit “A”, attached hereto and incorporated herein, (Parcel ID number of 4842 12 53 0010) (the “Property”), together with all rights, privileges, and easements appurtenant to and improvements located on the Property that are owned by Seller. Seller shall not be obligated to convey to Buyer any titles, right or interest not obtained by Seller solely as a consequence of its ownership of the Property (such as, but not limited to, rights or interests held by Seller before Seller’s acquisition of the Property, or obtained by Seller as a consequence of its ownership of other property).

1.2 Referendum Election Approval Contingency. The Parties acknowledge that the sale transaction contemplated by this Agreement is subject to approval by a majority of the qualified electors of the City voting in the Referendum Election. If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein.

ARTICLE 2. PURCHASE PRICE.

2.1 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), which shall be paid by Seller to Buyer on the Closing Date (as hereinafter defined) in cash in the form of a wire transfer as set forth in this Article 2.

2.2 Deposits.

2.2.1 *Deposit upon Referendum Approval.* In the event the sale of the Property is approved at the Referendum Election scheduled for March 14, 2023, Buyer shall deposit the sum of Three Hundred Twenty Five Thousand Dollars (the “**Deposit**”), within three business days of such approval, with the Escrow Agent, as defined in this Agreement to be held and disbursed by Escrow Agent in accordance with the terms, conditions and provisions of this Agreement. The Deposit shall be held in a non-interest bearing account with a banking institution insured by the Federal Insurance Corporation. The Deposit shall be credited towards the purchase price at Closing. After the expiration of Due Diligence Period (defined below), the Deposit shall not be refundable to Buyer, and

shall be fully earned by Seller, except (i) if Buyer terminates this Agreement pursuant to Article 6.5 or 7.4 of this Agreement, or (ii) as otherwise provided in this Agreement.

2.2.2 *Previous Deposits.* Buyer previously paid to the Seller the sum of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), which consisted of a Twenty Five Thousand and 00/100 Dollars (\$25,000.00) ITN fee (the “**ITN Deposit**”) and an Eighty Thousand and 00/100 Dollars (\$80,000.00) referendum deposit (the “**Referendum Deposit**”). The ITN Deposit and Referendum Deposit shall be non-refundable, except that the Referendum Deposit shall be refundable if the sale of the Property is not approved at the Referendum Election on March 14, 2023. Buyer shall not receive any credit towards the Purchase Price at closing for the ITN Deposit or the Referendum Deposit.

2.3 Cash Payment at Closing. On the Closing Date, Buyer shall pay to Seller the Purchase Price, of which the Deposit shall constitute a part and be applied to reduce the Purchase Price, subject to any prorations and adjustments as required by this Agreement, by confirmed wire transfer. This transaction is an all cash sale and not subject to financing.

ARTICLE 3. CLOSING.

3.1 Escrow Agent. The escrow agent shall be as defined in Article 15.18 of this Agreement (the “**Escrow Agent**”).

3.2 Closing. The Closing of title (the “**Closing**”) shall take place on or before sixty (60) days following the last to occur of: (i) the Final, non-appealable, Land Use, Rezoning and Site Plan Approval of the Development by the City of Deerfield Beach in a manner substantially consistent with the Development Proposal; and (ii) the Final, non-appealable, Land Use Approval and Plat Approval of the Development by the Broward County Commission in a manner substantially consistent with the Development Proposal, (collectively the “**Final Development Approvals**”); (the “**Closing Date**”) at the offices of Buyer’s Attorney, Becker & Poliakoff, P.A., Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301, or such other location as is mutually agreed upon by the Parties.

3.3 Closing Costs. Seller shall pay the following costs in connection with the Closing: (i) the documentary transfer taxes on the Warranty Deed, (ii) the cost of the title abstract or the cost of providing the title commitment, (iii) the cost of curing title defects, if any, that Seller elects to attempt to cure, including but not limited to, the cost of obtaining and recording any corrective instruments, such as, satisfactions, releases, partial releases, disclaimers or the like; and (iv) Seller’s own attorney’s fees.

Buyer shall pay the following costs in connection with the Closing: (i) the cost of recording the Warranty Deed, (ii) documentary stamp tax, intangible tax and recording fees related to any note and mortgage, (iii) the Buyer’s Owner’s Title Insurance Policy and Loan Title Insurance Policy, if any, and (iv) Buyer’s own attorney’s fees.

3.4 Prorations. The following items, to the extent applicable, shall be prorated on the Closing Date: current real estate and personal property taxes ("Taxes"), applicable to the Property for the year of Closing using the maximum discount, if applicable, and if the tax statement is not available during the year of Closing the tax figures for the prior year will be used for the proration. Seller shall be obligated to pay to Buyer for all Taxes due, if any, prior to the Closing Date, as applicable. All prorations made hereunder shall be based on the number of days of ownership of the Property in the period applicable to the proration. If any proration under this Agreement is based on an estimate, either Party upon written notice to the other Party, shall be entitled to a new re-proration and any payment required as a result of the re-proration shall be made within ten days following demand. All other prorations and adjustments shall be final.

ARTICLE 4. DELIVERY OF DOCUMENTS.

4.1 Delivery by Seller at Closing. At or prior to the Closing, Seller shall deliver the following closing documents to Buyer:

4.1.1 A Special Warranty Deed conveying title to the Property, in recordable form (the "Deed"), subject only to the Permitted Exceptions (as hereinafter defined).

4.1.2 A Bill of Sale to the Personal Property, if any.

4.1.3 A No Lien Affidavit from Seller attesting that (a) no individual, entity or governmental authority has any claim against the Property under the applicable Florida Construction Lien Law, (b) no individual, entity or governmental authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made.

4.1.4 A "Gap Affidavit" in form and content reasonably satisfactory to Buyer's title insurer to allow the title agent to insure the gap period in accordance with applicable Florida Statutes.

4.1.5 A Seller's non-foreign affidavit, under penalty of perjury, including Seller's United States Taxpayer Identification Number and permanent mailing address, stating that Seller is not a foreign person, as required under Internal Revenue Code, Section 1445(b)(2).

4.1.6 Resolution authorizing the sale and transfer of the Property and the execution of all closing documents. The Resolution shall be in recordable form to comply with the applicable statutes.

4.1.7 Such other documents as Buyer or title underwriter may reasonably request in order to consummate the transaction herein contemplated, if Seller is legally capable of providing same.

4.1.8 DR-219. If applicable, the Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.

4.2 Copies of Seller's closing documents shall be delivered to Buyer's attorney for review not less than five (5) days prior to Closing.

4.3 Delivery by Buyer at Closing. At Closing, Buyer shall execute and deliver to Seller the following items:

4.3.1 The cash portion of the Purchase Price;

4.3.2 Buyer shall cause Escrow Agent to issue its wire transfer for the Deposit to Seller;

4.3.4 Corporate Resolution evidencing Buyer's power and authority to enter into this Agreement and consummate the transaction herein contemplated.

4.3.5 Closing Statement; and

4.3.6 Such additional documents as Seller may reasonably deem necessary or proper to carry out this Agreement.

4.4 Copies of Buyer's closing documents shall be delivered to Seller's attorney for review not less than five (5) days prior to Closing.

ARTICLE 5. TITLE AND SURVEY MATTERS.

5.1 Status of Title. Seller shall convey to Buyer good, marketable and insurable title to the Property by means of a Special Warranty Deed in a recordable form (the "Deed") free and clear of all claims, liens and encumbrances, except for the following items: (i) current real property taxes and assessments not delinquent, (ii) items shown on the title commitment which are approved by Buyer, (iii) the Title Company's standard exceptions (as many as possible of which shall be deleted on the final policy), (iv) all laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations, (v) matters which would be disclosed by an accurate survey of the Property which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to Survey matters not preserved as a title defect will be deemed waived; (vi) restrictions, easements, reservations, covenants, agreements, limitations and other matters of record (collectively, the "Restrictions"), which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to the Restrictions not preserved as a title defect will be deemed waived; and (vii) such other matters or exceptions, which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence

Period ends, all objections to such matters and exceptions not preserved as a title defect will be deemed waived (the "Permitted Exceptions").

5.2 Preliminary Title Report. The Buyer's Attorney, Becker & Poliakoff, P.A., Attention: Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, Florida 33301, shall obtain a title commitment from a nationally recognized title insurance company acceptable to Buyer's Attorney, in her discretion, showing status of title as of date of such title commitment (the "**Title Commitment**"). Buyer shall be responsible for any certified updates to title or for procuring copies of any documents reflected in any prior title policy or certified update and Seller shall pay Buyer up to One Thousand Dollars (\$1,000.00) in total for all of such costs. Seller shall pay for the cost of an initial municipal lien search ("**Municipal Lien Search**"), which shall be conducted by Buyer no later than thirty (30) days after the Effective Date, and an updated Municipal Lien Search prior to Closing.

5.3 Survey. Prior to execution of this Agreement, Seller has delivered its existing survey of the Property to Buyer. Buyer, at its sole option and sole cost, may cause a survey of the Property to be made or updated by a land surveyor or engineer registered and licensed in the State of Florida and in accordance with all requirements for a survey under Florida law (the "**Survey**"). Buyer shall notify Seller, in writing, and within the Due Diligence Period of Buyer's specific objections to the Survey. Buyer shall notify Seller of such defect within fifteen days after receipt of the Survey, ("**Survey Defects**") which survey defect will be treated as a Title Defect as provided in Article 5.4 below only if they include encroachments, easements or conditions which render Seller's title other than good and marketable or are otherwise not listed as a Permitted Exception. Upon Seller's failure to cure Survey Defects to which proper objection has been made by Buyer, then such Survey Defects shall be addressed as a Title Defect under Paragraph 5.4 below and this shall be the sole remedy of Buyer in the event of the occurrence of Survey Defects.

5.4 Defects and Cure. Buyer shall have thirty (30) days from Buyer's Attorney's receipt of the Title Commitment from the title company to examine title. If title is found defective, Buyer shall, within forty (40) days after Buyer's Attorney's receipt of the Title Commitment from the title company, notify Seller in writing of the specific title defect(s). Seller may, but has no obligation to, correct such defect(s) within sixty (60) days from its receipt of the notice from Buyer. Buyer, at its option, and at Seller's request may extend the time to cure the defect and the Closing Date by a period of time equal to the period of time that is required to cure the title defect not to exceed one hundred twenty days. If Seller is not successful in removing the defect(s) within that time, Buyer shall have the option, in its discretion, of either accepting the title in its existing condition and closing in accordance with the terms of this Agreement or terminating this Agreement by written notice of termination to Seller. Any attempt by Seller to cure an objection shall not be construed as an admission by Seller that such objection is one that would give Buyer the right to refuse to close hereunder. Seller shall be obligated to cure all monetary liens before or at Closing from the closing proceeds (e.g., mortgages, or construction liens), but shall have no obligation to cure any other matter, and, except to the extent the Seller has voluntarily encumbered the Property after the date hereof, no failure by Seller to cure or satisfy an objection shall be deemed a default of Seller hereunder. Upon

the termination of this Agreement pursuant to this Section of this Agreement, Escrow Agent shall return the Deposit to Buyer, and, thereafter, Buyer nor Seller shall have any further rights or obligations hereunder.

5.5 Buyer's Title Insurance Policy. Buyer shall obtain, at Buyer's cost, an ALTA Owner's Policy of Title Insurance ("Buyer's Title Insurance Policy"), issued by a nationally recognized title insurance company (the "**Title Company**"), with liability in the amount of the Purchase Price, insuring Buyer's title in the Property free and clear of all liens and encumbrances excepting only the Permitted Exceptions.

ARTICLE 6. INVESTIGATION PERIOD.

6.1 Due Diligence Period. From the date the City Commission of Seller approves this Agreement (the "Approval Date") and terminating at 5:00pm EST on the day that is sixty (60) days after the Approval Date (the "**Due Diligence Period**"), Buyer shall conduct such inspections and investigations, subject to the terms of this Article, as Buyer may deem necessary to determine, whether the Property is suitable for Buyer's intended use of the Property.

6.2 Seller's Delivery of Property Records. Prior to the execution of this Agreement, the City has delivered the following evaluation materials in the City's possession, relating to the Property, to the Seller:

1. FEMA – Letter of Map Revision Determination Document
2. PZR Report as to Zoning Certification– 1045 SW 11th Way.
3. Construction Drawings - D0461 20-inch Force Main – 10 St. and D-1649 SW 11 Way Water Main Extension
4. Deerfield FAU Survey.
5. Drawing for Deerfield Sanitary 14
6. Deerfield Quit Claim Deeds and Plat
7. Deerfield Water Distribution
8. Deerfield Beach Due Diligence/Desktop Archaeological Assessment Report
9. City of Deerfield Beach Drain Main Map
10. Deerfield Beach FAU – Plat 2
11. SW 11 Way NE Consistency Letter - Clearance to Proceed with Federally Insured Loan and Grant Project Requests
12. SW 11 Way Survey – NW Corner SW 10 Street Topographic Survey
13. SW 11 Way - Soil Report

Throughout the term of this Agreement prior to the Closing Date, Seller shall deliver to Buyer copies of all the following documents, if received by the Seller from the time of execution this Agreement until closing, relating to the Property (if applicable) (a "Governmental Notice"): material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence), from a Governmental Authority (as defined below) which discloses (i) claims,

allegations or adverse information that the Property violates any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or other direction or requirement of any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them (“Governmental Authority”) now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property (“Governmental Requirement”), (ii) claims that there is hazardous or toxic waste on or about the Property, or (iii) claims that there are defects, deficiencies or hazardous conditions in or on the Property.

6.3 Buyer’s Inspection of Property. During the Due Diligence Period, Buyer or Buyer’s representative shall have the right, at Buyer’s sole cost and expense, to enter upon the Property, during reasonable business hours after giving a reasonable notice to Seller, to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, structural investigation and testing, soil borings, percolation tests, environmental assessments, engineering and topographical studies, and investigations of the availability of utilities, (“**Property’s Physical Condition**”), which inspections shall be subject to the conditions set forth in this Article 6. Buyer agrees that it shall not cause any injury, loss or damage resulting from any negligent act on the part of the Buyer from any activities permitted by this Article 6. If Buyer does not terminate this Agreement pursuant to Article 6.5, from the end of the Due Diligence Period until the Closing Date, Buyer or Buyer’s representative shall have the right to enter upon the Property, during reasonable business hours after giving reasonable notice to Seller and to make all inspections and investigations of the condition of the Property which it may deem necessary”), which inspections shall be subject to the conditions set forth in this Article 6 and shall have no effect on the time period of Buyer’s right to terminate this Agreement under Article 6.5.

6.4 Environmental Assessment. During Buyer’s Due Diligence Period, Buyer shall have the right, at its expense, and during normal business hours to conduct or cause to be conducted any and all environmental assessments which Buyer deems necessary, at Buyer’s sole determination, of the Property. If the environmental assessments disclose any condition not acceptable to Buyer in Buyer’s sole discretion, Buyer shall notify Seller of such condition in writing within the Due Diligence Period (the “Environmental Condition Notice”). Seller shall, within ten (10) days of receipt of a timely Environmental Condition Notice, notify Buyer in writing either (a) that it will remedy the environmental condition(s) objected to, or (b) that it will offer the Property to Buyer subject to the environmental condition (the “Seller’s Response Notice”). In the event an Environmental Condition Notice is timely submitted to Seller, the Due Diligence Period shall be extended for a period that ends ten (10) days after the Seller’s transmittal of the Seller’s Response Notice to Buyer.

6.5 Buyer’s Right to Terminate as to Property’s Physical Condition. During the Due Diligence Period, if the Buyer determines, in its reasonable discretion, that the Property’s Physical Condition is not suitable for the Development, the Buyer may terminate this Agreement by providing written notice of such determination and the basis of such determination to the Seller within the Due Diligence Period. Upon receipt of such timely filed termination notice, the Escrow Agent shall return to Buyer the Deposit, and this Agreement shall become null and void. If Buyer

fails to notify Seller of its termination of this Agreement as set forth in this Article 6.5, then Buyer shall be deemed to have waived its right of termination under this Article 6.5.

6.6. Buyer hereby agrees that: (i) except as specifically provided herein, the costs and expenses of Buyer's investigation shall be borne solely by Buyer, (ii) Buyer shall not commit waste to or injure the Property, (iii) Buyer shall not permit any construction liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with any studies or tests conducted pursuant to this Article. In the event the transaction contemplated by this Agreement does not close, Buyer shall restore the Property to the condition in which it existed prior to Buyer's entry thereon and inspection thereof.

6.7 Buyer shall indemnify Seller for any and against all liability, including, but not limited to, bodily injury or damage to Property (including the Property itself), arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens, claims or liability which may be filed or result against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. This indemnity shall survive termination of this Agreement.

ARTICLE 7. ENTITLEMENTS.

7.1 Final Site Plan. Within one hundred twenty (120) days from the approval of the Property sale at the Referendum Election, Buyer shall submit to the City, a preliminary site plan for the construction of the improvements on the Property in accordance with the plans submitted to the City in accordance with Buyer's Development Proposal.

7.2 Entitlement Period. Commencing on the day after the date that the Due Diligence Period expires, the Buyer will have fifteen months, subject to extension by the Parties, as provided herein, (the "**Entitlement Period**") for Buyer to obtain the Final Development Approvals. During the Entitlement Period, Buyer shall diligently pursue such Final Development Approvals with plans generally consistent with the Development Proposal and Development.

7.3 Cooperation. Buyer and Seller acknowledge that certain development applications for the Development will require approval by Broward County, including for land use amendment and plat applications, and the City. In that the Seller is the owner of the Property and the Buyer will be the entity responsible for obtaining the Final Development Approvals, the Seller will cooperate with the Buyer to execute all the necessary development related applications and paperwork for the Development as owner of the Property (which execution shall not be unreasonably delayed). Seller shall diligently review and evaluate the Development applications or petitions that are required to be processed by the City, in accordance with all applicable City codes and regulations and Florida law, and Buyer shall diligently respond to the Seller's review comments generated from Seller's review of such applications.

7.4 Buyer's Right to Terminate as to Final Development Approvals. Provided that Buyer has diligently pursued the Final Development Approvals for the Development, and in the event any of the Final Development Approvals are denied by the applicable governmental entity with jurisdiction during the Entitlement Period, Buyer may elect to terminate, in its sole discretion, this Agreement by providing written notice to Seller during the Entitlement Period (the "**Development Approval Option to Terminate**"). If the Entitlement Period is extended pursuant to Section 7.6 or otherwise by the Parties, the Development Approval Option to Terminate period shall be extended to run concurrent with the extended Entitlement Period.

7.5 Seller's Right to Terminate. Seller may elect to terminate, in Seller's sole discretion, this Agreement by providing written notice to Buyer, if:

- a) Buyer fails to execute a Development Agreement, in a form reasonably acceptable to the Buyer's counsel and the City Attorney, prior to or at the time of obtaining the Final Development Approvals, that obligates the Buyer to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements, including but not limited to park and infrastructure improvements, during Buyer's development of the Property, and provide security to the Seller for Buyer's performance of such obligation (the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties). If the Seller elects to terminate this Agreement under this Article 7.5(a) and provided that Buyer's failure to execute the required Development Agreement is through no fault of Seller and the Final Development Approvals were not denied during the Entitlement Period for a reason other than failure to execute the Development Agreement, the Seller shall be entitled to the Deposit as liquidated damages and the Parties shall have no further obligations under this Agreement; or
- b) Buyer fails to obtain the Final Development Approvals within the Entitlement Period; if the Seller elects to terminate this Agreement under this Article 7.5(b), the Buyer shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement; or
- c) Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; if the Seller elects to terminate this Agreement under this Article 7.5(c), the Seller shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement.

7.6 Extension of Entitlement Period. Provided that Buyer is diligently pursuing the Final Development Approvals during the Entitlement Period and provides reasonable supporting documentation to the Seller's City Manager verifying same, the Entitlement Period provided in Article 7.2 above shall automatically be deemed extended for up to an additional six months

(for a total of 21 months from the day after the date that the Due Diligence Period expires) in order to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. Any further extension of the Entitlement Period shall require prior written agreement by the Parties.

ARTICLE 8. SELLER WARRANTIES.

8.1 Seller's Warranties. Seller makes the following warranties to Buyer, each of which shall be true as of the Closing Date:

8.1.1 Seller is the sole owner of the Property, has good, indefeasible and marketable title to the Property, free and clear of all liens, encumbrances and other matters except the Permitted Exceptions and has full power, authority and right to execute, deliver and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller.

8.1.2 To the best of Seller's knowledge, hazardous substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property by Seller or agent of Seller. To Seller's knowledge, the Property is not in violation of any Hazardous Substance Laws and Seller has received no written or oral notice or other communication of pending or threatened claims, actions, suits, proceedings or investigations against Seller, the Property or any occupant of the Property related to alleged or actual violations of Hazardous Substance Laws.

8.1.3 The Seller is not aware of violations of federal, state and local environmental laws, rules, regulations, codes or ordinances with respect to the Property.

8.1.3 The Seller is not aware of environmental and/or hazardous waste contamination on the Property.

8.1.4 The Property is not in violation of any building, zoning, or fire codes.

8.1.5 The zoning of the Property is such as to allow the present use of the Property.

8.2 Seller's Representations. Seller does hereby represent to Buyer that:

8.2.1 Seller has not received any notice, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any existing condition with respect to the Property by reason of a violation of any regulation or otherwise;

8.2.2 Seller has not received notice of any pending or contemplated condemnation action with respect to the Property; and

8.2.3 Seller is not aware of any claims or actions or threats of action pending against the Property or Seller that would limit or prohibit Seller from performing under the terms, covenants and provisions of this Agreement.

8.2.4 There are no outstanding or unperformed contracts for improvements or repairs to the Property, or any unpaid or disputed bills for labor, materials or services in connection with any repairs or improvements to any portion of the Property.

8.2.5 There are no outstanding management contracts relating to the Property.

8.2.6 Seller has exclusive possession of the Property and there are no tenants in possession or with a right to possession of the Property or any portion thereof.

8.2.7 At closing there will be no unpaid bills or claims for labor performed, services rendered or materials furnished or contracted to be performed or furnished upon the Property and there will be no unpaid taxes of any kind that might become a lien upon the Property, except the ad valorem real estate taxes for the year of closing which are not yet due and payable; and provided any such matters exist, Seller agrees to transfer such matters to bond or to pay them at the closing.

8.2.8 Seller shall not commit or suffer any waste of or to the Property.

8.2.9 There is no pending or to the best of Seller's knowledge any threatened, litigation against Seller that could result in a judgment lien against the Property.

8.2.10 There are no public special improvement district liens against the Property for any improvements on or benefitting the Property, nor to the best of Seller's knowledge any work pending or authorized but not yet commenced as of the date hereof which would result in the creation of any lien for such improvements, including but not limited to water, sewer, paving, drainage, electrical, gas or other public or community improvement which may give rise to any such lien.

8.2.11 No portion of the Property is being acquired by a governmental authority in the exercise of its power to condemn or to acquire through eminent domain or private purchase in lieu thereof nor, to the best of Seller's knowledge, are any of these proceedings or actions in existence or pending with respect to the Property.

8.2.12 Seller has disclosed to Buyer all Governmental Notices (as defined in Article 6.2) with respect to the Property to which Seller has received from the time of execution of this Agreement through the Closing.

8.3 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in

this Agreement are not true on the Effective Date or at any time thereafter or at Closing, Buyer may either: (a) terminate this Agreement by written notice thereof to Seller in which event the Deposit shall be returned to Buyer and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Agreement notwithstanding the failure of such representation and warranty, and the Seller shall have no further liability to Buyer hereunder.

ARTICLE 9. BUYER WARRANTIES. Buyer represents and warrants to Seller (the following being hereinafter sometimes referred to as “Buyer’s Warranties”) that:

9.1 **Authority to Execute.** The execution of this Agreement, the delivery by Buyer to Seller of all monies, items and documents provided for herein, Buyer’s performance hereof and the transactions contemplated hereby have been duly authorized by the requisite action on the part of Buyer. The party executing this Agreement on behalf of Buyer has been duly authorized and empowered to bind Buyer to this Agreement. This Agreement constitutes valid and binding obligations of Buyer and is enforceable against Buyer in accordance with its terms.

9.2 **No Encumbrance.** Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to the Closing.

9.3 **Assignees.** Any assignee or designee of any of Buyer’s rights and interests under this Agreement, upon the date of such assignment or designation and by its acceptance of such assignment or designation, hereby makes representations and warranties for the benefit of Seller, as to its type and state of organization or formation and its authority, of the same nature as those made by Buyer under this Article 9.

9.4 **Community Enhancements.** Buyer agrees to provide, during the term of the development of the Property, Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer’s development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties and executed prior to Closing.

9.5 **Property Development.** Buyer shall submit development approval applications to the City and Broward County (consistent with the time frames provided for herein) for Development of the Property in a manner consistent with Buyer’s Development Proposal. Buyer represents to Seller that Buyer will diligently pursue the Final Development Approvals for Development on the Property.

ARTICLE 10. BUYER'S CONTINGENCIES.

10.1 Buyer's Contingencies. Buyer's obligation to purchase the Property and close the transaction pursuant to this Agreement is expressly contingent upon satisfaction of the following conditions ("**Buyer's Contingencies**") and Buyer shall have no obligation to close under this Agreement unless all the following conditions have either been satisfied or waived by Buyer:

10.1.1 Approval of Development. Buyer's obtaining the Final Development Approvals within the time periods set forth in this Agreement, as such time periods may be extended upon mutual written agreement by the Parties;

10.1.2 Title Materials. Buyer's approval of the items on the Title Commitment or waiver of any objections thereto pursuant to Article 5 hereof;

10.1.3 Compliance with Covenants. Seller shall have performed all of Seller's obligations required by this Agreement to be performed by Seller prior to the Closing Date;

10.1.4 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents required to be delivered to Buyer at the Closing pursuant to this Agreement;

10.1.4 No Prior Termination. This Agreement shall not have been previously terminated pursuant to any other provision hereof;

10.1.5 Representations and Warranties. All of Seller's representations and warranties shall be true and correct;

10.1.6 Status of Title. The status of title to the Property shall be as required by this Agreement.

10.2 Time Periods. Buyer agrees to act reasonably and expeditiously in approving or disapproving Buyer's Contingencies.

10.3 Remedies. If the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period not to exceed forty-five (45) days until such time as the conditions have been satisfied. This option is a continuing option and not an election of remedies; therefore, at any time prior to the Closing Date (as may be continued under this Article 10.3) if the conditions to Buyer's Contingencies to close have not been satisfied, Buyer can elect to terminate this Agreement or otherwise pursue its remedies against Seller as provided in Article 14.2.

ARTICLE 11. SELLER'S CONTINGENCIES.

11.1 Seller's Contingencies. Seller's obligation to sell the Property pursuant to this Agreement is expressly contingent upon satisfaction of each of the following conditions ("**Seller's Contingencies**") and Seller shall have no obligation to close under this Agreement unless all the following conditions have been satisfied or have been waived by Seller:

11.1.1 Referendum Approval. Buyer acknowledges that the Property sale transaction contemplated by this Agreement is, pursuant to Section 7.09 of the City of Deerfield Beach Charter, contingent upon approval of the voters at a referendum election to be held on March 14, 2023 (the "Referendum Election"). If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein;

11.1.2 Payment and Documents. Delivery and execution by Buyer of all monies, items, and any other instruments required to be delivered and paid by Buyer herein to Seller;

11.1.3 Buyer's Warranties. Buyer's Warranties must be and remain true and correct as of the Closing.

ARTICLE 12. CONDEMNATION OF THE PROPERTY; CONDEMNATION.

12.1 Taking or Condemnation. If, between the Effective Date of this Agreement and the Closing Date, a taking or condemnation of a portion of the Property is threatened, or commenced, Buyer may elect, by providing written notice within ten days after receipt of notice from Seller of such taking or condemnation accompanied by information regarding the amount and payment of condemnation proceeds, to terminate this Agreement or to purchase the Property whereupon Seller shall assign all of Seller's interest in and to all condemnation proceeds.

12.2 Termination Due to Taking or Condemnation. If, as a result of taking or condemnation of the Property, Buyer elects to terminate this Agreement as provided above, this Agreement shall be of no further force and effect, and Escrow Agent is hereby authorized and instructed to return the Deposit to Buyer.

12.3 Condemnation Awards. If Buyer elects to purchase the Property despite such taking or condemnation, Seller shall assign its rights to Buyer and Buyer shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation.

ARTICLE 13. MAINTENANCE AND MANAGEMENT OF THE PROPERTY.

13.1 Seller will Continue to Maintain. From the date of this Agreement until the Closing Date, Seller agrees to continue to manage and maintain the Property using reasonable efforts consistent with the management standards Seller has employed in managing and maintaining the Property prior to the date of this Agreement.

13.2 Seller will not Enter into Long-Term Contracts. Prior to Closing Date, Seller will not, without Buyer's prior written consent: (i) enter into or renew any contract or agreements pertaining to services on or about the Property, or the management or maintenance of the Property, which will expire more than thirty days after the Closing Date or cannot be terminated at no cost to Buyer with thirty days' notice after the Closing Date, or (ii) renew or enter into any leases or rental agreements for all or any portion of the Property.

13.3 Seller to Fully Insure. From the date of this Agreement until the Closing Date, Seller shall keep all existing liability insurance coverages for the Property that are currently in effect, if any, in full force and effect. Additionally, Seller agrees not to lower any amounts of existing coverage or materially change any existing policies or coverages, if any, for the Property.

ARTICLE 14. DEFAULT

14.1 Buyer's Default. In the event that the Buyer fails to close for any reason except for denial of any Final Development Approvals, or the failure of Seller to satisfy any conditions to Buyer's obligations set forth herein, Seller shall be entitled to receive the Deposit as liquidated damages, and thereafter, neither Buyer nor Seller shall have any further obligation under this Agreement. The parties agree that is a reasonable sum considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. Each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained the consequences of this liquidated damages provision at the time this Agreement was made. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

14.2 Seller's Default. In the event Seller shall fails to convey title to Buyer pursuant to this Agreement for any reason except Buyer's default or the failure of Buyer to satisfy any of the conditions to Seller's obligations set forth herein, Buyer may, in its sole discretion, (a) be entitled to seek specific performance of this Agreement, including for performance of Seller's obligations under Section 7.3 of this Agreement; or (b) elect to terminate this Agreement and receive a refund of the Deposit, in which event neither Buyer nor Seller shall have any further rights or obligations hereunder.

ARTICLE 15. MISCELLANEOUS.

15.1 Survival of Conditions. The covenants, agreements, warranties and representations made by Buyer and Seller herein shall survive the Closing.

15.2 Brokerage Commissions. Seller utilized a real estate broker, Colliers, (“Seller’s Broker”) in connection with the sale of the Property and Seller shall be responsible for payment of any real estate brokerage fees or commissions due to Seller’s Broker in connection with this transaction. Buyer represents and warrants to Seller that there is no real estate broker representing Buyer with respect to this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. The provisions of this Section shall survive the closing or termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns, which assignment shall be only in accordance with Section 15.4.

15.4 Assignment and Sale. Buyer may assign its rights under this Agreement to a wholly owned subsidiary or newly formed corporation owned by the Buyer or the principals, or majority owners of Buyer, provided that such assignment shall be subject to the Seller’s prior written approval, which shall not be unreasonably withheld or delayed but may be conditioned upon Buyer providing written documentation of the proposed assignee’s financial capacity and ability to perform under the terms of this Agreement.

15.5 Community Enhancements. Buyer agrees to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer’s development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of a development agreement to be negotiated between the Parties. This provision shall survive the Closing.

15.6 Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire Agreement between Buyer and Seller and supersede all prior agreements, whether written or oral. The Exhibits attached hereto are hereby incorporated herein by reference as if set forth herein in full. Neither this Agreement nor any of its provisions may be changed, amended, waived or otherwise modified, other than by an agreement in writing duly executed by or on behalf of the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought.

15.7 Time of Essence. Time is of the essence of this Agreement and of each and every term, condition, obligation and provision hereof.

15.8 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.9 Attorneys’ Fees. In the event of any action, suit or other proceeding to enforce this Agreement or arising out of the breach of any of its covenants, conditions, agreements or provisions, each Party shall be responsible for their own costs and expenses of suit, including attorneys’ fees,

incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

15.10 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally served, or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by reasonably reliable courier service providing overnight or sooner delivery, postage prepaid, and addressed as follows:

To Buyer:	MBA Development Partners of Florida, LLC 888 SE 3 rd Avenue, Suite 200 Fort Lauderdale, FL 33316 Attn: Mario Caprini & Robert Sherman
With a copy to:	Becker & Poliakoff, P.A. 1 East Broward Blvd., #1800 Fort Lauderdale, Florida 33301 Attn: Jennifer Bales Drake, Esq.
To Seller:	City of Deerfield Beach 150 NE 2 nd Avenue Deerfield Beach, Florida 33441 Attn: David Santucci, City Manager
With a copy to:	Weiss, Serota, Helfman, Cole & Bierman, P.L. 2255 Glades Road, Suite 200E Boca Raton, FL 33431 Attn.: Anthony Soroka, Esq., City Attorney
To Escrow Agent:	Becker & Poliakoff, P.A. 1 East Broward Blvd., #1800 Fort Lauderdale, Florida 33301 Attn: Jennifer Bales Drake, Esq

The effective date of delivery of any such notice or other item shall be: a) the date of personal service; b) the delivery date on the return receipt; or c) the day of deposit, postage prepaid, with a reasonably reliable courier service providing overnight or sooner delivery, whichever is applicable. The parties may designate any other address for the service of notices by furnishing same in accordance with this Paragraph.

15.11 Invalid Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, unenforceable or illegal in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth.

15.12 No Waiver. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. The waiver shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless such remedy is expressly excluded.

15.13 Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida. Venue for any litigation arising from this Agreement shall be in Broward County, Florida.

15.14 Further Assurance. Each party agrees to cooperate with the other party and to execute such additional instruments and documents as may be reasonably necessary or proper in order to carry out the provisions of this Agreement.

15.15 Saturdays, Sundays, Holidays. If any date or time period specified herein shall be on or expire on a day which is a Saturday, Sunday or day which is widely recognized as a legal holiday in the state in which the Property is located, such date or time period shall be deemed to be or extend to the next immediately following business day.

15.16 Acceptance. This Agreement shall not be binding or enforceable against either party until fully executed by both Parties.

15.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County Public Health Unit. **(NOTE: This paragraph is provided for informational purposes pursuant to Section 404.056(8), Florida Statutes).**

15.18 Escrow Agent. The Escrow Agent under this Agreement shall be Becker & Poliakoff, P.A., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301. Escrow Agent shall act as Escrow Agent and has executed this Agreement solely for the purpose of signifying its agreement to act as Escrow Agent under the terms of this Agreement. Escrow Agent is not a party to this Agreement. Escrow Agent's duties, obligations and liabilities hereunder are solely limited to the functions as required of it as Escrow Agent to receive and disburse funds as required under this Agreement. In the event of doubt as to Escrow Agent's duties or liabilities under this Agreement, Escrow Agent may, in Escrow Agent's sole discretion, continue to hold the subject matter of this

escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto or Escrow Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute, and upon notifying the parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit wherein Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs including reasonable attorneys' fees and cost for post judgment proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Seller or Buyer of items subject to this escrow, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Buyer agrees that Escrow Agent may represent itself and may also represent Buyer with respect to this transaction and matters arising out of this transaction. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection from any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willfulness conduct or gross negligence, and Buyer and Seller agree to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of the Agreement, unless such act or omission is a result of the willfulness conduct or gross negligence of the Escrow Agent. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of this Agreement have been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; the sufficiency of the title to the property to be conveyed; nor as to the identity, authority, or rights of any persons executing same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposit and to disbursement of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit in accordance with the provisions hereof, the Escrow shall terminate as regards this Agreement, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

15.19 Not Recordable. This Agreement shall not be recorded in the Public Records. Recording of same shall constitute a default by the recording party.

15.20 Development Applications. Notwithstanding any language in this Agreement, the City's consideration of any proposed land use amendments, rezoning, plat, site plan or any other development applications submitted to the City for the Property (collectively, the "City Development Applications") shall require public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by this Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications.

15.21 Cost Recovery for City review of Development Applications. Buyer shall be responsible for all applicable cost recovery deposits and charges, pursuant to the applicable City Code provisions, related to costs incurred by the City in reviewing and processing any City Development Applications related to the Development (collectively, the "Cost Recovery Deposit").

15.22 Sovereign Immunity. Nothing in this Agreement shall constitute, or be construed as, a waiver of sovereign or qualified immunity by the Seller or as a waiver beyond the limits set forth in Florida Statute, Section 768.28, or of any defense available to the Seller as set forth in Section 768.28, Florida Statutes, or in any other provision under applicable law. Further, the sole and exclusive remedies available to Buyer against the Seller pursuant to this Agreement are strictly limited to those set forth in Article 14.2 and no waiver of immunity by the Seller shall be deemed, granted or implied.

15.23 Indemnification of Seller. Notwithstanding any other language in this Agreement to the contrary, including but not limiting to any language indicating that Buyer shall have no further obligations under this Agreement or that this Agreement shall become null and void upon termination, Buyer shall indemnify and hold harmless Seller, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by (a) the negligence, recklessness or intentionally wrongful conduct of the Buyer, and other persons employed or utilized by the Buyer in the performance of this Agreement, or (b) the failure to obtain approval of the Property sale by a majority of the qualified voters of the City voting in an election as required under Section 7.09(2) of the City Charter. The provisions of this section shall survive the termination of this Agreement and shall continue until the applicable statute of limitations expires.

15.24 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JURY ADVISORY COMMITTEE IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS

CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE
TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(Signature Page Follows on Next Page)

AGREEMENT FOR PURCHASE AND SALE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witnesses:

Maritza Dominguez
Print Name: MARITZA DOMINGUEZ

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____

BUYER:

MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a
Florida limited liability company

By: [Signature]
Name: Robert Shekhar
Title: MANAGER
Date: 3/2/2023

SELLER:

CITY OF DEERFIELD BEACH, a Florida Municipal
Corporation

By: _____
Name: Bill Ganz
Title: Mayor
Date: _____

The escrow instructions set forth above are hereby acknowledged and accepted by:

BECKER & POLIAKOFF, P.A., as Escrow Agent

By: [Signature]
Name: Jennifer Bales Drake, Esq.
Title: Shareholder
Date: 3/6/2023

Exhibit A
Legal Description

DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A

Parcel ID No. 4842 12 53 0010



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1736

Agenda Date: 3/7/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a grant agreement with the State of Florida Division of Emergency Management for the Hazard Mitigation Grant Program Award in the amount of \$1,446,440.58 for the Phase II City Hall Wind Retrofit and Drainage Project; authorizing acceptance of the grant and execution of the Grant Agreement; authorizing the expenditure of matching funds in the amount of \$466,598.50 for the project; and providing for an effective date. (*Funds from Account #358-5060-541-61-12 - 2018 Revenue Bond Fund*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,866,394 (City Matching Funds share: \$466,598.50)

Account Name: 2018 Revenue Bond Fund

Account Number: 358-5060-541-61-12

Background/History

The City Hall renovation project was initially projected to cost \$4.3 million for interior and exterior improvements. It was the City's intent to utilize the Revenue Bond Fund to cover the total project costs. However, the City has been able to leverage grant funding through the Hazard Mitigation Grant Program to fund 75% of the project cost for City Hall's exterior improvements. Consequently, 70% of the Revenue Bond fund (\$3 million) earmarked for the City Hall Renovation project has been utilized for unforeseen expenditures related to the expansion of the Johnny L. Tigner Center and change orders associated with the Bezos Academy at the Braithwaite Center for Active Aging. The Fiscal Year 23 City Hall Revenue Bond Fund balance is an estimated \$1 million.

In FY 2018, the City applied for a grant through the Hazard Mitigation Grant Program for the City Hall Wind Retrofit and Drainage project to help strengthen and protect City Hall from weather and storm events to ensure its resiliency for continuity of City operations. Administered by the Federal Emergency Management Agency (FEMA) and managed by the Florida Division of Emergency Management (FDEM), the Hazard Mitigation Grant Program helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

In FY 2019, the City was awarded the Hazard Mitigation Grant Program grant for Phase I of the City Hall Wind Retrofit and Drainage project. The project scope of work involved preliminary engineering design, surveying and permitting for building hardening, wind retrofitting, and drainage improvements to and around City Hall. In FY 22, the City completed Phase I of the project and submitted all

deliverables to FDEM for Phase II approval.

Current Activity

In January 2023, the City received a Notification of Award in the amount of \$1,446,440.58 from FDEM for Phase II of the City Hall Wind Retrofit and Drainage project. The scope of work includes the installation of impact resistant windows and doors, roof and framing system; construction of new metal studs and drywall plaster exterior framing wall at lobby entrances; and, drainage improvements to the City Hall parking lot and perimeter streets.

The estimated project cost is \$1,866,394. The grant will cover 75% of the project cost. A local match of 25% (\$466,598.50) is required and budgeted for in the City Hall Renovation FY 23 Revenue Bond Fund. The grant includes a Sub-Recipient Management Costs award in the amount of \$46,645.08 for staff time required to efficiently manage the grant and complete activities in a timely manner.

To accept the award, the City is required to execute the attached grant agreement, which outlines the grants terms and conditions, with the Florida Division of Emergency Management. The grant term commences upon execution by both parties and expires on February 28, 2024.

Recommendation

It is recommended that the City Commission authorize acceptance of the grant sub-award, in the amount of \$1,446,440.58, from the Florida Division of Emergency Management through the Hazard Mitigation Grant Program for Phase II of the City Hall Wind Retrofit and Drainage Project, execution of the Grant agreement, and authorizing the expenditure of the 25% matching funds for the Project.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM AWARD IN THE AMOUNT OF \$1,446,440.58 FOR THE PHASE II CITY HALL WIND RETROFIT AND DRAINAGE PROJECT; AUTHORIZING ACCEPTANCE OF THE GRANT AND EXECUTION OF THE GRANT AGREEMENT; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS IN THE AMOUNT OF \$466,598.50 FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Federal Emergency Management Agency (“FEMA”) Hazard Mitigation Grant Program (“HMGP”) is designed to assist states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration; and

WHEREAS, the HMGP program is federally funded by FEMA and administered by the Florida Division of Emergency Management (“FDEM”); and

WHEREAS, in July 2018, the City of Deerfield Beach (the “City”) applied for the HGMP grant, a competitive grant administered by FDEM for the Phase I City Hall retrofit and drainage project (the “Phase I Project”); and

WHEREAS, the Phase I Project scope consisted of preliminary engineering design, surveying and permitting for building hardening, wind retrofitting, and drainage improvements around City Hall; and

WHEREAS, on December 3, 2019, pursuant to Resolution No. 2019/172, the City Commission approved the grant agreement and acceptance of the grant award in the amount of \$158,985.75, along with the expenditure of matching funds in the amount of \$52,995.25 for the Phase I Project; and

WHEREAS, the City completed the Phase I scope requirement in 2022, and all deliverables were submitted to FDEM for approval of grant funding for Phase II of the Project consisting of installation of impact resistant windows and doors, roof and framing system, construction of metal studs and drywall plaster exterior framing wall at the lobby entrances, and drainage improvements to the City Hall parking lot and perimeter streets (the “Phase II Project”); and

WHEREAS, the estimated cost for the Project is \$1,866,394.00 and HMGP requires the expenditure of 25% matching funds based upon the grant award; and

WHEREAS, the City was notified in January 2023 that the City was awarded a \$1,446,440.58 grant under the HMGP (the “Grant”); and

WHEREAS, the Grant includes an award of sub-recipient management costs in the amount of \$46,645.08 to be utilized for staff time to manage and complete the Phase II Project; and

WHEREAS, in order to receive the Grant in the amount of \$1,446,440.58, the City is required to provide a 25% match in the amount of \$466,598.50, and execute the HMGP Grant Agreement with FDEM, attached and incorporated herein as Exhibit “A” (the “Grant Agreement”); and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize the execution of the Grant Agreement with FDEM, attached as Exhibit “A”, accept the Grant in the amount of \$1,446,440.58, and authorize the expenditure of matching funds in the amount of \$466,598.50.

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 hereof.

Section 2. The Grant Agreement with FDEM, attached as Exhibit “A”, is hereby approved. The City is authorized to accept the Grant in the amount of \$1,446,440.58.

Section 3. The expenditure of \$466,598.50 in matching funds for the Project is hereby authorized and approved.

Section 4. The appropriate City officials are hereby authorized to execute the Grant 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 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 _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Agreement Number: H0929Project Number: 4337-240-A**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of Deerfield Beach</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>RNAJUJR8BKA5 / 59-6000305</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>November 9, 2022</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through February 28, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,405,567.83</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,446,440.58</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$1,446,440.58</u>
Federal award project description (see FFATA):	<u>Wind Retrofit and Drainage</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Alejandro.Vargas@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Deerfield Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Alejandro Vargas
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-312-9443
Email: Alejandro.Vargas@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Jonathan Salas
Acting Director of Legislative Community Affairs
325 NW 2nd Avenue
Deerfield Beach, FL 33441
Telephone: 954-480-4464
Email: jsalas@deerfield-beach.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on February 28, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,405,567.83**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that 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 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Deerfield Beach

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 1,405,567.83**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City Hall building in Deerfield Beach, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-240-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Deerfield Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes wind protection and drainage improvements to the City Hall Building, located at 150 NE 2nd Avenue, Deerfield Beach, Florida, 33441.

The HMGP Phase II – construction scope of work shall consist of the removal and disposal of all existing exterior windows and doors, hurricane shutters and a wall mounted air conditioner; installation of new code compliant impact resistant windows and doors; removal and replacement of a portion of the existing low slope wood framed roof structure and all associated components with new insulated metal deck over steel joists roof framing system; replacement of the existing low slope and pitched roofing areas with a new code compliant roofing system; wire anchoring of all existing rooftop mechanical equipment; and construction of new metal studs and drywall plaster exterior framing wall at lobby entrances. The improvements shall also require patching and repair of all damaged interior and exterior wall finishes. Additionally, the Sub-Recipient proposes drainage improvements to the City Hall parking lot and the perimeter streets consisting of NE 2nd Avenue, NE 1st Street, 3rd Avenue from NE 1st Street to NE Eller Street with positive drainage to the Hillsboro Canal outfall through Pioneer Park. The proposal includes the replacement of the existing drainage facilities along NE 1st Street from NE 2nd Avenue to NE 3rd Avenue and 3rd Avenue from NE 1st Street to NE Eller Street. The upgraded drainage network includes the installation of exfiltration trenches, inlets, conflict structures and pipes. A new 60" trunk line shall convey the stormwater north, to Pioneer Park where a new dry retention pond shall be constructed. A new control structure with a control weir and a 24" Reinforced Concrete Pipe (RCP) outfall pipe shall replace the existing 12" RCP discharge pipe into the Hillsboro Canal. On 2nd Avenue, the installation of a curb inlet is proposed at the low point to reduce ponding issues along the City Hall. The new inlet shall connect to the existing drainage inlet at the corner of NE 2nd Avenue and NE 1st Street via a 15" RCP pipe. The proposed improvements shall also include required exfiltration trenching, milling and resurfacing a portion of the road and replacing the sidewalk, curb and gutter. The proposed drainage improvements shall help alleviate the flooding issues around the City Hall.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 180 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The drainage portion of the project shall provide protection against a 25-year flood event. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates	
1)	City Hall Building	150 NE 2 nd Avenue, Deerfield Beach, Florida, 33441	(26.3198605, -80.0995962)	
	Drainage		N	(26.322142, -80.098044)
			E	(26.321925, -80.097939)
			S	(26.319519, -80.098739)
			W	(26.319669, -80.099717)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permits(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
 - d) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized
 - e) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.
 - f) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological features or deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05. Prior to project commencement, provide the source and location of fill material.
 - g) Verification of compliance with South Florida Water Management District (SFWMD) General Permit #16069-R.
 - h) Verification of compliance with Broward County Environmental Protection and Growth Management Department (EPGMD) Environmental Resource Permit (ERP) #06-80097-P.
 - i) Copy of and verification of compliance with floodplain permit or notice of No Permit Required from local floodplain administrator.
 - j) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Construction Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved

project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing wind protection and drainage improvements to the City Hall Building, Deerfield Beach, Florida 33441. The project shall protect the integrity of the building envelope and reduce potential damage from future events. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

The project's wind retrofit components shall provide protection against 180 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The project's drainage components shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes, if applicable.
- 6) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 7) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.
- 9) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 10) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 11) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied

warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

- 12) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide “near absolute protection”. It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient’s contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division’s State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- 4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
- 5) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow

pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 7) The Sub-Recipient must comply with the conditions of the Broward County Environmental Protection and Growth Management Department (EPGMD) Environmental Resource Permit (ERP) #06-80097-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 8) The Sub-Recipient must comply with the conditions of the South Florida Water Management District (SFWMD) General Permit # 16069-R. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 4) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 9) Retrofitting a building includes the entire structure – for final inspection all openings and structure must be compliant.
- 10) Special Conditions required on implementation of project:
 - a) **EO 11988:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 - Floodplains **Monitoring Required:** No

- b) **CZMA:** The Sub-Recipient must comply with the conditions of the SFWMD General Permit # 16069-R. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Coastal Zone Management Act (CZMA) **Monitoring Required:** No
 - c) **CZMA:** The Sub-Recipient must comply with the conditions of the EPGMD ERP #06- 80097-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Coastal Zone Management Act (CZMA) **Monitoring Required:** No
 - d) **NHPA:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No
 - e) **NHPA:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No
 - f) **NHPA:** Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-240-R and shall be reported under 4337-240-A**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 9, 2022; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II-

State Contracting:	2 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Construction / Installation:	5 Months
Local Inspections / Compliance:	1 Months
State Final Inspections / Compliance:	1 Months
Closeout Compliance:	2 Months
Total Period of Performance:	15 Months

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$850,571.00	\$637,928.25	\$212,642.75
Labor:	\$850,571.00	\$637,928.25	\$212,642.75
Fees:	\$110,755.00	\$83,066.25	\$27,688.75
Initial Agreement Amount:	\$1,811,897.00	\$1,358,922.75	\$452,974.25
***Contingency Funds:	\$54,497.00	\$40,872.75	\$13,624.25
Project Total:	\$1,866,394.00	\$1,399,795.50	\$466,598.50
****SRMC			
SRMC:	\$46,645.08	\$46,645.08	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$46,645.08	\$46,645.08	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$54,497.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$46,645.08 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$1,399,795.50	(75.00%)
Non-Federal Share:	\$466,598.50	(25.00%)
Total Project Cost:	\$1,866,394.00	(100.00%)
SRMC (100% Federal)	\$46,645.08	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds 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 Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with 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;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 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;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

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;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Deerfield Beach

REMIT ADDRESS: 325 NW 2nd Avenue

CITY: Deerfield Beach STATE: Florida ZIP CODE: 33441

PROJECT TYPE: Wind Retrofit and Drainage PROJECT #: 4337-240-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0929

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Deerfield Beach PAYMENT #: _____
PROJECT TYPE: Wind Retrofit and Drainage PROJECT #: 4337-240-A
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0929

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Deerfield Beach

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Deerfield Beach **PROJECT #:** 4337-240-A
PROJECT TYPE: Wind Retrofit and Drainage **CONTRACT #:** H0929
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Deerfield Beach
Sub-Recipient's Name

H0929
DEM Contract Number

4337-240-A
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-240-A
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 1,405,567.83
OBLIGATION/ACTION DATE: November 9, 2022
SUBAWARD DATE (if applicable): _____

UEID/SAM#: RNAJUJR8BKA5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The purpose of this Scope of Work is to provide protection to the City Hall building in Deerfield Beach, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-240-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Deerfield Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1721

Agenda Date: 3/7/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the development of a Vision Zero Action Plan to eliminate traffic-related fatalities within the City; and 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

In 2022, the Planning & Development Services Department applied to the U.S. Department of Transportation and Federal Highway Administrations Community Pairing Program. Deerfield Beach was one of only 13 municipalities in the country to be accepted into the program for 2023. The two-year program is designed to provide multiple technical resources to the City to recognize and understand traffic-related fatalities and methods to improve current statistics. The goal will be to create a Vision Zero Master Plan for the City. Vision Zero is a conceptual goal of zero traffic fatalities. After the creation and adoption of a Master Plan, the City would then create an Action Plan to implement new methods to increase safety for vehicles, bicycles and pedestrians. There are currently less than 200 cities and counties in the country with a Vision Zero Master Plan and less than sixty recognized Vision Zero Communities. Adopting a Vision Zero Master Plan is in alignment with the new Safe Streets for All Federal Program, which has recently awarded the Broward MPO five million dollars to develop a Safe Streets and Roads for All Action Plan. Staff is looking to align its traffic improvement goals with the MPO in order to enable these resources to benefit the City.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, SUPPORTING THE DEVELOPMENT OF A VISION ZERO ACTION PLAN TO ELIMINATE TRAFFIC-RELATED FATALITIES WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, traffic-related crashes are among the leading cause of death and injury within the United States, State of Florida and the City of Deerfield Beach (the “City”); and

WHEREAS, death and injury on City streets is unacceptable and many serious crashes can be preventable; and

WHEREAS, since 2018, the City has had 16,574 recorded vehicle, train, and bicycle/pedestrian crashes and 62 recorded fatalities due to traffic crashes; and

WHEREAS, the City is recognizing that these crash statistics are not acceptable for its citizens, commuters, and tourists who live, work and visit in the City; and

WHEREAS, the City Commission is dedicated to developing strategies that aim to reduce and eliminate fatalities and serious injuries on City streets; and

WHEREAS, Vision Zero is a safe system approach that develops strategies to eliminate traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all; and

WHEREAS, Vision Zero has been adopted by many municipalities, counties and agencies throughout the United States, including Boca Raton, Fort Lauderdale, the Palm Beach Transportation Planning Agency, Tampa, Atlanta, Chicago, and New York City; and

WHEREAS, the City has adopted the Complete Streets principles set forth in the Complete Streets Master Plan; and

WHEREAS, the City desires to develop, implement and monitor a Vision Zero Master Plan in an effort to eliminate traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all; and

WHEREAS, the City recognizes that Safe Streets for All (the “SS4A”) is a Federal Grant program that funds safety improvements and that developing and adopting a Vision Zero Master Plan aligns with the goals of SS4A program.

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 supports the development of a Vision Zero Master Plan for the City with the goal of eliminating traffic deaths and serious injuries within the City of Deerfield Beach.

Section 3. The City Commission hereby directs the City Manager and the appropriate City staff to create, for future consideration by the City Commission, a Vision Zero Action Plan, which shall address mitigation of traffic deaths and serious injuries through a combination of engineering, planning, education and enforcement based upon a comprehensive analysis of traffic deaths and injuries in the City.

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 _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK